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### CURRENT TOPICS.

MR. BOWEN ROWLANDS, Q.C., has been appointed a judge of county courts on the resignation of his Honour Judge LUSHINGTON, and has been transferred to Circuit No. 7, which includes the important districts of Birkenhead and Warrington.

WE PRINT elsewhere an order for the transfer of five actions from Mr. Justice KEKEWICH, ten actions from Mr. Justice COZENS-HARDY, and five actions from Mr. Justice FARWELL to Mr. Justice JOYCE for the purpose only of hearing or of trial.

THE DECISION of the Lord Chief Justice and KENNEDY, J., in *Broadbent v. Shepherd* is noticeable as the first express decision that a mere collector of rents may be made liable as "owner" under the Public Health Act, 1875, to abate a nuisance existing upon premises in which he has no beneficial interest whatsoever. The respondent was served with notice, under section 94 of the Act in question, requiring him to abate a nuisance on certain premises, and upon his failure to do so application was made to justices for an order requiring him to comply with the notice. The justices declined to make the order, on the ground that the respondent merely collected the rents of the property on behalf of the true owner. Section 94 enables the notice to be served on the "owner," and that word is defined by section 4 to mean ("if not inconsistent with the context") "the person for the time being receiving the rack-rent . . . whether on his own account or as agent or trustee for any other person." The justices appear to have thought that it would be inconsistent with the context to give the word this wide meaning in section 94. The Divisional Court reversed this decision. Although the question does not appear to have arisen before in

connection with proceedings under the Public Health Act, there are two reported cases where a similar meaning was given to the word "owner" in proceedings under local Acts containing a similar definition. In *Mayor of St. Helens v. Kirkham* (34 W. R. 440) an agent was held liable to pay a sum assessed for paying expenses upon premises of which he merely collected the rents, and that whether he had moneys of his principal in his hands or not; and *Tottenham Local Board v. Williamson* (62 L. J. Q. B. 322) was a similar decision as to a second mortgagee in possession who collected the rents, although the rents were not more than sufficient for paying the outgoings and the interest on the first mortgage. These decisions are of serious importance to agents for house property.

THE COURT OF APPEAL (A. L. SMITH, M.R., COLLINS and STIRLING, L.J.J.) has reversed Mr. Justice FARWELL's vacation decision as to the liability of trade unions to be sued. In that decision it was admitted that a trade union, being neither a corporation nor a partnership, is not liable to be sued under the general law, and also that no such liability is expressly imposed upon it by the Trade Union Acts, 1871 and 1876; but it was said that the Legislature had gone so far in recognizing the rights and capacities of such associations that it was a necessary inference that they were intended to be made liable to be sued. Since trade unions have a capacity for owning property and for acting by agents, such capacity, said FARWELL, J., "in the absence of express enactment to the contrary, involves the necessary correlative of liability to the extent of such property for the acts and defaults of such agents"; and for the purpose of enforcing such liability it can be sued in its registered name. The answer to this reasoning—an answer which the Court of Appeal naturally adopted—is that liability to be sued is not a liability which should be created by implication. On the contrary, when the Legislature defined the capacities of trade unions in relation to specific matters, but stopped short of turning them into corporations or of authorizing actions to be brought against them in their registered names, the proper inference is that their capacities are to be limited by what is expressly stated. This result is emphasized by the circumstance, pointed out by the Court of Appeal, that in dealing with other associations, to which the liability to be sued was intended to be attached, the Legislature has avoided all doubt by directing that they shall be bodies corporate. In the case of industrial societies the Industrial and Provident Societies Act, 1893, not only does this, but expressly enacts (section 21) that the society may sue and be sued by its registered name. In the case of trade unions quite a different method is adopted. The union is not incorporated, and all its property is vested in trustees, and it is the trustees who, by section 9 of the Act of 1871, are authorized to bring or defend actions relating to the property. This provision would hardly have been inserted had it been intended that the union should be capable of suing or being sued in its registered name. Whether a union ought to be so capable, and whether it ought to be liable to the extent of its funds for the wrongs committed by its agents acting under its authority, is a different question, and one which may well be answered in the affirmative, but it is for the Legislature to give the answer and not the courts.

THERE CAN be no doubt as to the impropriety of the practice which both the Discipline Committee and the Divisional Court (Lord ALVERSTONE, C.J., and KENNEDY, J.) have condemned in *Re Four Solicitors* (reported elsewhere). A firm of solicitors consisted of A., admitted in 1859, and his two sons, B. and C., admitted respectively in 1890 and 1893. In the conduct of administration actions the firm found it necessary, as is frequently the case, to have certain parties represented by independent solicitors, and D. was one of the solicitors to whom for this purpose they introduced business. D. shared his profit costs with the firm. The Discipline Committee reported that A. B. C. and D. had been guilty of professional misconduct, and this report was brought in the usual way before the court. The committee also stated that no

proof had been adduced before them that the practice in question was, as the respondents asserted, a common practice, and in the belief of the committee the assertion was untrue. However this may be, the case was the first of the kind which had been raised, and it clearly did not call for severe treatment. The system of profit-sharing, where business is introduced by one person to another, is so common that it is easy to see how it was adopted in the present case without any clear idea of the special circumstances which made it improper. But when different parties to an action are represented by separate solicitors it is part of the duty of each solicitor to check the costs incurred by the others, and if the costs are treated as a common fund the probability that this duty will be effectively discharged is very much lessened. It is the familiar case of a man putting himself in a position in which his duty conflicts with his interest. It may well be that the duty will be adequately discharged, but there is the temptation to neglect it. In the present case it was not proved that the temptation had been in fact yielded to or that any pecuniary mischief had resulted to the client, and the court, we think, might well have taken a more lenient view even than they did. In the result A. and D. were suspended from practice for three months, and all four solicitors were ordered to pay the costs of the Incorporated Law Society. In future it will have to be distinctly understood that any such practice is improper and that it is likely to be visited with substantial punishment.

IN VIEW of the approaching election of the London School Board, a question has been raised as to the eligibility of women to serve as members of a school board. It is remarkable that the question has not been raised before, or at least that it has not been brought to the test of a judicial decision. That women frequently are elected to a school board is common knowledge: that they are legally incapable of being so elected seems equally clear when the law on the subject is considered. The Elementary Education Act, 1870, under which school boards were constituted, is absolutely silent on the subject; nor is there any other statute which confers upon women the right to become a member of these bodies. Having regard to the decisions and the legislation dealing with the eligibility of women for membership of other local bodies, this silence of the Legislature is conclusive. The foundation of the decisions in *Hope v. Sandhurst* (37 W. R. 548) and *De Souza v. Cobden* (39 W. R. 454), that a woman is ineligible for the office of county councillor, and is liable (if she votes in that capacity after having been formally elected) to pay the penalties imposed by statute upon an unqualified person who sits and votes, was that by common law a woman is not entitled to exercise any public function, and that to entitle her to do so, an express enactment is required. As already pointed out, no such enactment occurs in the legislation relating to school boards. Further, when Parliament desired to make women eligible to sit on parish and district councils, boards of guardians, and London vestries, it was necessary to make express provision to this effect: see sections 3 (2), 20 (2), 23 (2), and 31 (1) of the Local Government Act, 1894. The London Government Act, 1899, contains a provision (section 2 (1)) negating the right of a woman to be elected to the office of mayor, alderman, or councillor. This, at first sight, appears to suggest that a woman would have been eligible for these offices were it not for the provision in question: as to the office of mayor or alderman, no such right could have been claimed, for the same section goes on to provide that the law as to the chairman of a county council and the county aldermen is to apply to the mayor and aldermen of a metropolitan borough. But a woman being eligible (by the express enactment of the Act of 1894) for election to a London vestry, would have been eligible to the office of councillor, for section 2 (5) of the London Government Act applies the enactment relating to the election of vestrymen to the election of councillors. Hence the need for the prohibition against women members of borough councils contained in section 2 (1). It appears, therefore, in the light of the cases and the legislation *in pari materia*, that a woman is ineligible for membership of a school board; and further, that votes given to a woman candidate will be altogether thrown away: see *Hope v. Sandhurst* (*supra*). This serious



question having been raised, it is not likely that it will be allowed to rest undecided.

THE COURT of Appeal were occupied for a considerable portion of last week in hearing appeals under the Workmen's Compensation Act, 1897. In *Ferguson v. Green* the much-vexed question of the meaning of "scaffolding" in section 7 of the Act was again before the court, the right to compensation depending on whether the building on which the workman was employed was being "repaired by means of a scaffolding." The arbitrator had found that the arrangement of boards and trestles used by the workmen was not a scaffolding; the county court judge considered himself bound by *Maunder v. Brook* (1900, 1 Q. B. 575) (in which the facts were identical) to hold that it was. The Court of Appeal reversed this decision on the ground that the question was one of fact for the arbitrator, and that so long as there was evidence on which he could find one way or the other, they would not interfere with his finding. No definition in law of "scaffolding" had been given by the Court of Appeal either in *Maunder v. Brook* or in the similar case of *Hodgkiss v. Newton, Chambers, & Co.* (1899, 1 Q. B. 1018) or in *Wood v. Walsh* (ib. 1009) in which a finding that a plank resting on a window-sill and the rung of a ladder was not a scaffolding was allowed to stand. The apparently contradictory decisions must therefore be reconciled on the ground that in each case the question is merely whether there was any evidence to justify the finding of fact. In *Merrill v. Wilson & Co.* the Court of Appeal, reversing his Honour Judge RAIKES, held that a workman who was standing on a quay, or was engaged in lifting a gangway from the quay on to a ship, when he met with a fatal accident was employed in or about a factory and not in or about the ship, and that the respondents, who had the actual use of a part of the quay, were undertakers within the meaning of the Act of 1897. The question turned on the definitions of "factory" and "undertakers" in section 7 of the Act of 1897 by reference to the provisions of the Factory and Workshops Acts, 1878 to 1895, and particularly to section 23 of the Factory and Workshop Act, 1895. *Pomphrey v. Southwark Press Co. and Hathaway v. Argus Printing Co.* related to the assessment of the compensation payable to injured workmen. In the former case the compensation to a workman, whose hand had been permanently injured by an accident in the course of his skilled employment, had been awarded as 3s. 6d. a week (being 50 per cent. of his average weekly earnings during the twelve months preceding the accident). Subsequently the employers took him back into their service as an unskilled labourer at 11s. 2d. a week, and they applied, under section 12 of the first schedule to the Act, to review the compensation awarded. The county court judge declined to terminate or suspend the weekly payment of 3s. 6d. on the ground that, having regard to the ordinary rate of wages, the workman was earning more than 3s. 6d. a week less than he would have been earning were it not for the accident. The Court of Appeal held that the Act did not impose on the employers a liability to pay any greater compensation than the difference between the weekly earnings before and after the accident: they therefore (following *Irons v. Davis*, 1899, 2 Q. B. 330) reduced the 3s. 6d. to one penny per week, leaving the workman at liberty to apply, if it should hereafter become necessary, to have the amount increased. In *Hathaway v. Argus Printing Co.* the court rejected an appeal claiming that the amount of earnings from casual jobs given to a workman by the employers, and also by other persons, should be added to the regular weekly earnings arising from regular employment by the employers in arriving at the basis on which compensation payable by the employers should be assessed.

THE DEFENDANT in the case of *The Queen v. Stoddart* has not had to wait long for a decision of her appeal by the Court of Crown Cases Reserved. In our issue of the 3rd inst. we ventured to express the opinion that the case of *Stoddart v. Sagar* (44 W. R. 287; 1895, 2 Q. B. 474), upon which the defendant relied, could not be supported. That case has now been over-

ruled, and the conviction of Mrs. STODDART has been confirmed. The judges were agreed that the question whether the transaction did or did not amount to a bet was by no means conclusive of the matter. The so-called "competition" was clearly within that part of section 1 of the Betting Act, 1853, which forbids any house to be used for the purpose of money being received by the occupier thereof as the consideration for any promise to pay money on any event or contingency relating to any horse-race. In this part of the section the word "bet" does not appear. Some of the judges, however, were of opinion that the transaction did in fact amount to betting, and on examination it looks as if every element of an ordinary bet were present. The competitor paid one penny, and deposited the names of the horses he favoured. If those horses won, he received £1,000, if they lost, he forfeited his penny. Except that the ratio between the sum risked and the sum which might be won was so enormous, the agreement seems to closely resemble other bets. The court which heard the appeal included one of the two judges who decided *Stoddart v. Sagar*—namely, WRIGHT, J. In the earlier case he decided that the facts did not amount to betting. In the recent case he followed the rest of the court, and seems to have admitted that the transaction did amount to a bet, though he would not admit that it was a bet for all purposes. This apparent inconsistency is explained by the fact that in the earlier case the magistrate had acquitted the accused on the ground that the facts were not sufficient in law to support a conviction under the Betting Act. The weakness of the appellant's case was shown by the remarkable argument put forward by her counsel, that the contingency upon which the money was to be paid did not depend on the horse-race, but upon the correctness of a guess. As, however, the guess had to be made before the race was run, and its correctness depended upon the race, it is not surprising that the judges hardly condescended to consider the plea.

IN THE CASE of private companies it is usual to provide that shares shall not be transferred to an outsider until they have been offered to the other shareholders in the manner prescribed by the articles, and at a price ascertained in accordance with the articles. In the case of *Borland's Trustee in Bankruptcy v. Steel Brothers (Limited)* (Times, 15th inst.), the articles went a step further and required every shareholder, who was not an "assistant or manager," on receiving notice to that effect, to transfer his shares to an assistant or manager at a fair price, but the price was not to exceed the par value with the addition of certain sums in respect of the reserve fund, &c. And the shares were bound to be transferred in the same way upon an assistant or manager ceasing to be such or becoming bankrupt. Under this last provision, BORLAND, who was adjudicated bankrupt in February last, received notice to transfer his shares, and it was stated that the par value was about £8,000, whereas the real value was some £34,000. The trustee in bankruptcy, accordingly, sought for grounds for getting round the articles, and he urged that the restriction on sale was bad as being in the nature of a perpetuity, and that it was also a fraud on the bankruptcy laws. Each contention, however, was rejected, without much difficulty, by FARWELL, J. The case of *Walsh v. Secretary of State for India* (10 H. L. C. 367) is quite conclusive that in respect of a personal liability no doctrine of perpetuity applies. In that case a liability was enforced after the lapse of a century, and Lord SELBORNE, C., referring to it in *Witham v. Fane* (see Challis' Real Property (1st ed.), p. 353), said: "Although I remember perfectly well that this notion of perpetuity was thrown out tentatively in the arguments in that case, it met with no countenance—the money was held to be payable." And there was just as little, FARWELL, J., held, in the objection that the restriction was a fraud on the bankruptcy laws. The property of the shareholder consists in the shares, and the restrictions attached by the articles are an incident of his property. In other words, he and his trustee in bankruptcy are not entitled to the proceeds of the shares on the footing of their being sold in the open market, but only to the proceeds arising upon a sale in pursuance of the articles. Recent decisions have been opposed to the efficacy of articles which prejudice statutory

rights, but different considerations apply to the private rights of shareholders in respect of their shares, and there is no reason why these should not be subject to the articles.

IS THE PROCESS of committal under the Debtors Act, 1869, merely intended to punish a debtor possessed of means, who refuses to satisfy a judgment debt, or is it as much a mode of enforcing payment of a judgment as execution against the goods of a debtor? This was the question before the Court of Appeal in the recent case of *Bailey v. Plant* (reported elsewhere), where it was held by the county court judge that the process in question is wholly punitive, and therefore not available to enforce an award under the Workmen's Compensation Act, 1897, which provides that the prescribed memorandum of the amount recoverable thereunder "shall for all purposes be enforceable as a county court judgment (Schedule II., par. 8). In reversing this decision, the Court of Appeal held, in accordance with *Ex parte Dakins* (16 C. B. 77) and *Re Ryley* (33 W. R. 656, 15 Q. B. D. 329), that a committal under section 5 of the Debtors Act, 1869, is in the nature of a qualified execution and not of a punishment for contempt; COLLINS, L.J., pointing out that though this particular remedy is available only against a contumacious debtor, yet, as the latter can avoid imprisonment by payment, and does not purge his liability by imprisonment, two of the ordinary elements of punishment are wanting. It is somewhat difficult to reconcile with this judgment of the Court of Appeal, and with its *ratio decidendi*, the views expressed as to the policy and effect of the Debtors Act, 1869, by JESSEL, M.R., in *Morris v. Ingram* (13 Ch. D. 338), and by CHARLES, J., in *Mitchell v. Simpson* (23 Q. B. D. 373), though the decisions themselves are evidently not overruled, and cannot be so treated.

THERE HAS been, during the past week, the customary one single advertisement in the *Times* of an application for registration with an absolute title of freehold land in the County of London. In this case the Mystery of Glaziers are stated to be the applicants.

#### CONSIDERATIONS AFFECTING THE RELIEF OF TRUSTEES UNDER THE JUDICIAL TRUSTEES ACT, 1896.

PREVIOUS to the passing of the Judicial Trustees Act, 1896, trustees were, in accordance with certain inflexible rules of equity, personally liable for the consequences of every breach of trust, however honestly and reasonably they might have acted, and their only safeguard lay in an application to a court of equity for directions whenever the smallest matter of doubt or difficulty arose in the administration of their trust. The Judicial Trustees Act, 1896, contained a provision expressly framed to remedy the hardships produced by what was described by the late Master of the Rolls in *Perrins v. Bellamy* (47 W. R. 417) as "a very hard state of the law, and one which shocked one's sense of humanity and fairness." Sub-section 3 of section 1 of the Act of 1896 provides that "if it appears to the court that a trustee . . . is personally liable for any breach of trust . . . but has acted honestly and reasonably and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court . . . then the court may relieve the trustee . . . from personal liability for the same." Frequent recourse has been had to this provision, and it has been judicially considered in all its aspects. It is now possible, therefore, by an analysis of the various judgments to gain a fairly clear idea of the considerations upon which the court acts, and these may serve as a useful guide to those who have to advise whether an application for relief has a reasonable chance of success. It must be borne in mind, however, that they are merely general considerations which may or may not be applicable to any particular set of facts, and not principles applicable to all cases alike. For, as was pointed out by BYRNE, J., in *Re Turner* (1897, 45 W. R. 495), no such general principles can be laid down, but each case must depend largely on its own circumstances. The court has merely to find

as a fact that the trustee acted honestly and reasonably, and ought fairly to be excused, and it then has power to grant the relief: *Re Lord de Clifford's Estate* (1900, 2 Ch. 707).

It is obvious from the very terms of the section and the nature of the relief that the exercise of such a jurisdiction is one of great difficulty. As it was well put by FARWELL, J., in the recent case of *Re Lord de Clifford (supra)*, the real difficulty is to adjust the conflicting interests of trustee and *cestui que trust*, and to say what is fair and right as between the beneficiary who entrusts his money to the trustee and the trustee who acts gratuitously in his behalf. Certain tests, however, may be applied to ascertain whether the trustee has in fact acted honestly and reasonably. Guidance, too, may still be obtained from the general principles of trustee law. For instance, in *Re Lord de Clifford (supra)* FARWELL, J., in considering whether the trustees ought to have accepted a statement of their solicitors as to the expenditure of certain sums of money, referred to and relied on the decision in *Bacon v. Bacon* (5 Ves. 331), where it was held that an executor was justified in relying on such a statement. Again, recourse may be had to the statute law affecting trustees where that law affords a guide to what is reasonable. So in *Re Stuart* (1897, 46 W. R. 41) the court, in considering whether it might give relief in respect of improper investments on mortgage, held that *prima facie* the requirements of section 4 of the Trustee Act, 1888, and section 8 of the Act of 1893, relating to that class of investments, constituted a standard, though not of course a conclusive test, by which it could judge whether trustees had acted reasonably. Relief in that case was refused because the valuation did not state the value of the property, but only the value for which the property would be a good security, and more than two-thirds of the value stated was advanced, and the valuer was not independent, and the trustee never took care to insure that he should be so.

*Lord de Clifford's case (supra)* illustrates very forcibly the difficulties inherent in applying the relief intended by the statute. In the course of a heavy administration, trustees paid to their solicitors, an old firm of high standing who also acted for one of them personally, several sums of money, relying on their express statement that the amounts were required for administration purposes, and without examining the accounts, which were long and complicated. The solicitors failed, and it was found that a large sum had never been expended for trust purposes. Upon an application for relief, the court held that, having regard to (1) the heavy and complicated nature of the administration proceedings and of the accounts connected with them, (2) the high standing of the firm employed, and (3) the fact that the money was said to be needed for an immediate payment into court, the trustees were justified in the course they had taken. This case is certainly very near the border line. It is easy to conceive a case in which the facts might be almost identical, yet a very little difference might incline the scale the other way. It certainly is no precedent for saying that it would be always reasonable for trustees to pay over large sums to their solicitor, or their co-trustees, as against disbursements alleged to be necessary, without first taking an account. Undoubtedly in the large majority of cases the trustee should satisfy himself that such moneys are in fact needed.

*Perrins v. Bellamy (supra)* is a good instance of the class of case to which the relief given by the Act was intended to apply. There trustees had, as the Master of the Rolls put it, committed a judicious breach of trust for which they would have been liable before the Act, as it might have been said "You ought to have come to the court for advice." Acting on the erroneous idea that the trust authorized it, the trustees sold certain leaseholds. On some of the purchasers raising the objection, they discovered their mistake, but completed most of the purchases. The sale was undoubtedly beneficial to the estate. The court unhesitatingly gave them relief. Even if the sale had proved prejudicial and not beneficial, they would have been equally entitled to relief. Their conduct must in such cases be judged by whether they acted honestly and reasonably at the time they committed the breach of trust, and not by results, though the result may possibly be an element to be taken into consideration.



As an instance of a case which is as far outside the scope of the relief intended by the Act as the case of *Perrins v. Bellamy* is within it, the case of *Re East Dulwich Building Society* (1899, 68 L. J. Ch. 196) may be noticed. The trustees never took any part in the administration of the trust, signed everything put before him by his co-trustee, and even swore an affidavit which he did not understand. The court, while exonerating him from dishonesty, refused to consider his conduct "reasonable."

The considerations which influence the court upon an application for relief may be thus summarized:

*Acting on Advice.*—This must, as has already been noticed, always be an important consideration in cases of this kind. But a distinction must be drawn between acting under advice properly so called, as on the advice of counsel, or of one's solicitor, on matters of law, or of an accountant on questions of valuation, and acting on mere statements, such as statements of fact by a solicitor or co-trustee, which can, and ought therefore to, be tested. Such statements not being strictly advice at all, the trustee, if he acts upon them without testing them, would have to shew either special circumstances which entitled him to rely upon them without more, as in *Re Lord de Clifford's Estate*, or suffer the penalty of his neglect as in *Re East Dulwich Building Society*. But if he shews that he acted on expert advice, a trustee at once shifts the burden of proof on the beneficiary, who must shew that such advice was not independent, as in *Re Stuart*, or some other flaw resulting from want of reasonable care on the trustee's part.

*Terms of the Trust.*—Another test will be whether from the terms of the instrument constituting the trust the trustees could reasonably, although erroneously, infer that they were directed to take a course which otherwise would be improper. In such a case the court will grant relief: *Re Grindley* (47 W. R. 53).

*Applying to Court for Advice.*—Closely akin to the foregoing consideration is the question whether a trustee should apply to the court in doubtful cases, and upon what grounds the court will hold that he can be "fairly excused" for not doing so. The question was discussed in *Perrins v. Bellamy* (*supra*). RIGBY, L.J., pointed out that it was no longer a matter of course for the trustee to take the opinion of the court in a matter of uncertainty. He must often, then, act on his own responsibility. The question of expense is one factor to be taken into consideration. Nor should there be an application to court where, as in *Perrins v. Bellamy*, the mistake is discovered too late. In such a case the trustee should try to get a release, and, if he cannot, should apply for relief. But where a trustee receives a warning, which, so to speak, puts him on his guard, if he acts without the direction of the court, he acts at his peril. So in *Re Kay* (46 W. R. 74) ROMER, J., refused relief to an executor who had paid away moneys to the beneficiaries of a testator after receiving notice of a heavy, though unexpected, claim against the testator's estate, which resulted in its insolvency.

*Trustee Losing His Own Money.*—The fact that a trustee is himself a loser is undoubtedly a material consideration on the question of "honesty," but by no means a conclusive proof that he has acted "reasonably." If it appears that the trustee in fact acted unreasonably, then his own losses, however great, cannot excuse the want of reasonable care which he is bound to exercise. In *Re Lord de Clifford's Estate* (*supra*) FARWELL, J., while taking into consideration the fact that one of the trustees was himself a heavy loser by the defalcations of the firm of solicitors employed, expressly guarded against the assumption that such a fact was any real criterion of the reasonableness of his conduct. Akin to this subject is the consideration whether in any given case it is reasonable to suppose that a trustee would have acted in the same way if his own property had been in question. This was one of the tests applied with a result adverse to the trustee in *Re Stuart* (*supra*).

In the result, although each case must always largely depend on its own peculiar circumstance, the cases already decided indicate fairly clearly the attitude which the court will adopt upon an application for relief, and the considerations which in the majority of cases will affect its decision.

The death is announced of his Honour Judge Young, of the Wolverhampton County Court Circuit.

## THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

### IV.

#### I.—EXISTING AND NEW COMPANIES (*continued*).

##### 7. Registration of Mortgages and Charges (*continued*).

*Filing the Mortgage or Charge.*—In the previous article we dealt with the proceedings upon registration of the mortgages and charges of a company, reserving, however, the filing of the mortgage or charge for separate consideration. Briefly stated, the requirements as to registration are, that the company must supply the registrar with the specified details of any mortgage or charge requiring registration; the registrar must enter these in the register, and give his certificate of registration; and no debenture must be issued by the company till a copy of the certificate has been indorsed upon it. But there is the preliminary requirement of section 14 (1) that the mortgage or charge must be filed with the registrar for registration; and it is the neglect of this which makes the security void. What documents, then, have to be filed, and what is to be done with them after they have been filed? The answer to the first question seems, if the requirement is taken literally, to be clear. Every document falling within any of the specified four classes must be filed. The question will probably arise upon debentures not accompanied by a covering deed. If there is such a deed, it will be sufficient to file that; otherwise it is difficult to avoid the conclusion that the whole of the debentures will have to be filed. The proviso of sub-section 4 does not seem to touch the requirement of filing, but only to qualify in the case of debentures the particulars prescribed by the previous sub-section for entry in the register. Doubtless had the draughtsman of the section originally provided for filing in sub-section 1 he would have made a special exemption in favour of debentures in sub-section 4. But this has not been done, and in the absence of a covering deed it seems that every debenture must be filed.

This result, highly inconvenient as it will be in practice, is useful enough in another point of view, since it shews that the original mortgages or charges cannot be intended to be kept on the file. *Prima facie*, of course, a document placed on an official file remains there, and we are not aware that it is ever taken off except for special purposes. If an original has to be filed that original is kept, as in the case of contracts filed under section 25 of the Act of 1867. If filing a copy is sufficient, then the statutes say so, as in the case of a bill of sale. In the present case the filing is "for registration," and it may have been the intention of the Legislature in introducing this novel phrase that, when registration was accomplished, the document should be taken off the file and returned. But if this was so it is singular that specific directions were not given for the return of the mortgage, and especially with regard to the person to whom it is to be returned. The duty of registering is, as we have seen, on the company, and the company will probably have no difficulty in obtaining the instrument for filing; but, save in the case of debentures not yet issued, the company will not be entitled to the instrument, and the registrar will have to ascertain and return it to the mortgagees or chargees, unless, as is possible, he claims to retain it. The only effective answer to such a claim we imagine will be that it must apply (if at all) equally to debentures, and these, by the express admission of section 18, are to be delivered to the debenture-holders with the copy of the certificate of registration indorsed upon them. The requirement of filing the original mortgage or charge, as a preliminary to registration, appears to have been introduced into section 14 somewhat heedlessly, and it will probably be found to cause difficulty in working the section, but we can hardly suppose that the retention of the originals on the file will be insisted on.

*Foreign Mortgages: Extension of Time Limit.*—Where the mortgaged property is situate abroad it will be sufficient to register a deed "purporting to specifically charge" such property, notwithstanding that further proceedings may be necessary to secure the validity of the mortgage according to the *lex situs*. This provision (section 14 (2)) was inserted to meet the difficulty of complying with the twenty-one days' limit in the case of a

foreign mortgage. Moreover, with regard to mortgages generally an elasticity with regard to the limit is permitted by section 15. Where there has been an omission to register, application for extension of time may be made to the High Court, and the extension may be granted if the judge is satisfied that the omission was "accidental, or due to inadvertence or some other sufficient cause, or is not of a nature to prejudice the position of creditors or shareholders of the company, or that on other grounds it is just and equitable to grant relief." These words seem to render it possible to obtain registration at any time provided either that the omission was accidental or inadvertent, or that registration will not prejudice creditors or shareholders. But much will depend on the view taken by the judge and the disastrous effects of non-registration will probably make the cases infrequent in which the readiness of the court to act upon the section will be tested.

8. *Audit*.—Section 21 of the new Act applies to all companies provisions for the appointment of auditors similar to those which have usually been inserted in articles of association, and which, by the Companies Act, 1879, were made compulsory in the case of banking companies. In general auditors will be appointed at the annual general meeting to hold office till the next annual meeting. But the directors may appoint before the statutory meeting, and may also fill any casual vacancy. If the directors have not appointed before the statutory meeting it seems that there can be no appointment till the first annual general meeting; but if they have appointed, then the shareholders may remove the auditors by a resolution of a general meeting, and at the same meeting may appoint others. A director or officer of the company may not be auditor. If no appointment is made at an annual general meeting the Board of Trade may, on the application of any member of the company, appoint an auditor for the current year and fix his remuneration. In other cases the remuneration will, under section 22, be fixed by the company in general meeting, except that the directors may fix it in cases where they appoint.

The rights and duties of auditors are defined by section 23, but the section seems to assume that the directors are bound to lay a balance-sheet before the members. Usually, of course, this is required by the articles, and the articles may call for a profit and loss account as well. But the statutes do not make the publication of a balance-sheet to the shareholders essential, and the efficacy of the audit clauses will depend upon the articles supplying this omission. The auditors will have the right of access at all times to the books and vouchers of the company, and will be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of their duties. They will then be responsible for two documents: First, they must sign a certificate at the foot of the balance-sheet, stating whether or not all their requirements as auditors have been complied with; and secondly, they have to make a report to the shareholders on the accounts they have examined and on the balance-sheet. In this report they must state whether in their opinion the balance-sheet "is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs as shown by the books of the company"; and the report is to be read at the general meeting.

The certificate on the balance-sheet shewing whether all the auditors' requirements have been complied with, and the reading of their report at the meeting, will be valuable safeguards to the shareholders. The latter requirement is contained in the audit clauses of the Act of 1879 with respect to banks. The same clauses also use the words, now reproduced, as to the report certifying the balance-sheet "to exhibit a true and correct view of the state of the company's affairs, as shown by the books of the company." Taken literally, these words seem to justify the view that an auditor discharges his duty by a mechanical checking of the balance-sheet with the books; but in *Re London and General Bank* (44 W. R. 80; 1895, 2 Ch. 166) both the practice of auditors and their legal duties under the Act of 1879 were put on a higher level. The auditor's evidence, said LINDLEY, L.J., "satisfies me that he took the same view as myself of his duty in investigating the company's books and preparing his balance-sheet. He did not content himself with making his balance-sheet from the books without

troubling himself about the truth of what they shewed. He checked the cash, examined vouchers for payment, saw that the bills and securities entered in the books were held by the bank, took reasonable care to ascertain their value, and, in one case, obtained a solicitor's opinion on the validity of an equitable mortgage. . . . It is satisfactory to find that the legal standard of duty is not too high for business purposes, and is recognized as correct by business men." This passage very usefully shews in concrete form the nature of the inquiries which an auditor should make before he certifies that the balance-sheet gives a true view of the company's affairs "as shewn by the books."

9. *Winding up*.—The Act of 1900 has two provisions which will apply in the winding up of companies. Under section 2 of the Joint-Stock Companies Arrangement Act, 1870, where, in the winding up of a company, a compromise or arrangement is proposed between the company and the creditors or any class of creditors, the court may order a meeting of the creditors or class of creditors, to be summoned, and if the compromise or arrangement is approved by a majority of three-fourths in value of the creditors present, the court may make it binding on all the creditors and on the liquidator. Section 24 of the present Act directs that this provision shall apply also as between the company and the members, or any class thereof. In future, therefore, it will be possible in a winding up to make an arrangement, which varies the strict rights of members, binding on a minority, provided it is approved by the specified majority at a meeting summoned for the purpose under an order of the court. And apparently it will be possible in this way to vary the rights of dissentient members under section 161 of the Act of 1862 upon a reconstruction. According to the recent decision in *Baring-Gould v. Sharpington Syndicate* (47 W. R. 564; 1899, 2 Ch. 80) and *Payne v. Cork Co. (Limited)* (48 W. R. 325; 1900, 1 Ch. 308), the usual clause in articles of association excluding the right of a dissentient member to be bought out is *ultra vires*. Under the present enactment the same object can be attained with the approval of the court and of a three-fourths majority of the members.

Section 25 of the new Act extends the power of applying to the court in a voluntary winding up. Hitherto the right of applying for the determination of any question arising in the winding up has been confined to the liquidator or contributories, and for a creditor to invoke the assistance of the court he has had to obtain first a supervision order. It is now enacted that creditors may apply under section 138 in a voluntary winding up. The necessity for making a supervision order simply to gain jurisdiction to entertain an application by a creditor is thus abolished.

10. *Defunct Companies*.—Under section 7 of the Companies Act, 1880, the Registrar of Joint-Stock Companies, if he has reasonable cause to believe that a company is not carrying on business, has power, upon certain conditions, to strike the company off the register. He must first send to the company a letter inquiring whether it is carrying on business, and if no answer is received within a month, a second letter to the effect specified in the section. If the company answers that it is not carrying on business, or if there is no answer to the second letter, the name of the company may be struck off the register, and the company will be dissolved. But under sub-section 5, the company or a member may apply to have the company restored to the register, though a creditor could only revive the company by getting a winding-up order: *Re Anglo-American Exploration Co.* (1898, 1 Ch. 100). Section 26 of the present Act by sub-section 1 extends the registrar's power of striking off defunct companies to cases where (1) the company is being wound up; (2) it is believed either that no liquidator is acting, or that the affairs of the company are fully wound up; and (3) the usual returns have not been made by the liquidator for six months after notice; and by sub-section 2 it extends sub-section 5 of section 7 of the Act of 1880 so as to enable a creditor to apply directly for restoration of the name of the company to the register.

His Honour Judge Gwynne James has been appointed Judge of the County Court Circuit No. 52, which includes Bath, Swindon, and Devizes. The Hon. Arthur Russell, who was recently appointed to that district, has been transferred to Circuit No. 45 (Croydon and Wandsworth), from which Judge Vernon Lushington has retired.



## REVIEWS.

## EQUITY.

**A MANUAL OF EQUITY JURISPRUDENCE FOR PRACTITIONERS AND STUDENTS, FOUNDED ON THE WORKS OF STORY AND OTHER WRITERS, COMPRISING THE FUNDAMENTAL PRINCIPLES AND THE POINTS OF EQUITY USUALLY OCCURRING IN GENERAL PRACTICE.** By JOSHUA W. SMITH, B.C.L., Q.C. FIFTEENTH EDITION. By SYDNEY E. WILLIAMS, Barrister-at-Law. Stevens & Sons (Limited).

This is a very useful guide to the principles of equity, and seeing that it has attained to a fifteenth edition it may be supposed to have passed beyond the reign of criticism. The author, according to his own statement, founded his work upon Story's Commentaries on Equity, and with such a fund of material to work upon it is not surprising that he should have produced a treatise which has well stood the test of time. The present edition has had a good deal of care bestowed upon it, but we are not sure that the editor quite realizes the changes which are necessary to bring the work up to date. The heading "Constructive Fraud" is retained for a chapter which includes many points of equity doctrine which can only be styled fraudulent by a complete misuse of the term. It may, of course, be said that the misuse is sanctioned by equity practice, but we think some attempt should now be made to restrict fraud to cases where the term is properly applicable, and to place matters which were formerly roughly classed together as constructively fraudulent under appropriate heads. Possibly it is the neglect to make so radical a change which has led the editor to quote *Slim v. Voucher* (1 D. F. & J. 518) as an authority that a man may be liable for the consequences of a misstatement honestly made, notwithstanding that in *Low v. Bouverie* (40 W. R. 50) it was held to have been overruled by *Derry v. Peek* (38 W. R. 33).

At p. 158 it seems hardly sufficient to say that the Judicial Trustees Act, 1896, entitles a trustee to relief from a breach of trust where he has acted both honestly and reasonably. The court must also be satisfied that he ought fairly to be excused for the breach, and for omitting to obtain the directions of the court. The additional requirements are important. And after the judgments in the Court of Appeal in *Re Leng* (43 W. R. 406) it was somewhat hazardous to quote without any qualification *Re Maggi* (30 W. R. 729) as an authority that section 10 of the Judicature Act, 1875, had not introduced into administration the bankruptcy rule as to equal payment of debts, though we must admit that the criticism is easier now that *Re Maggi* has been overruled by *Re Whittaker* (*ante*, p. 43). The book does not profess, nor, having regard to its size, would it be possible for it to give more than a selection of cases; but these should be the latest and most authoritative, and in connection with the exercise by a mortgagee of his power of sale we should have expected a reference to *Farrar v. Farrars (Limited)* (37 W. R. 196), or to the judgment of Lord Herschell in *Kennedy v. De Trafford* (45 W. R. 671); so again, the proposition that specific performance cannot be had of a contract to lend money should surely now be supported by a reference to *South African Territories v. Wallington* (46 W. R. 545). At p. 304 an odd misprint will serve to impress on the reader's mind the important rule in shipping mortgages that the mortgagee of the ship by taking possession defeats the rights of an assignee of freight.

But while further revision might have succeeded in making the work in its latest form more complete and accurate, it bears in many parts abundant proof of the labour which has been bestowed on it, and the practitioner and student alike will find it a very useful handbook to the doctrines of equity—doctrines which, for practical purposes, are as important as before the so-called fusion of law and equity, or rather, by reason of the prevalence of equity, are more important than ever.

## BOOKS RECEIVED.

**Bills of Costs in the High Court of Justice and Court of Appeal, in the House of Lords and the Privy Council; with the Scales of Costs and Tables of Fees in use in the Houses of Lords and Commons, relative to Private Bills, Election Petitions—Parliamentary and Municipal, Inquiries and Arbitrations under the Lands Clauses Consolidation Act, the Light Railways Act, and other Arbitrations; Proceedings in the Court of the Railway and Canal Commission, in the County Court and the Mayor's Courts; the Scale of Costs and Tables of Fees in use in the Court of Passage, Liverpool; Conveyancing Costs and Costs between Solicitors and their Clients. With Orders and Rules as to Costs and Court Fees and Notes and Decisions relating thereto.** By HORACE MAXWELL JOHNSON, Barrister-at-Law. Second Edition. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Price 35s.

**The Student's Conveyancing: For the Use of Candidates at the Final and Honours Examinations of the Incorporated Law Society.** By ALBERT GIBSON and ARTHUR WELDON. Sixth Edition. By ALBERT GIBSON and WALTER GRAY HART, LL.B., Solicitors. Law Notes Publishing Offices.

**The County and Borough Police Acts, 1831-1900. Together with the Special Constables Acts, the Parish Constables Acts, the Lock-up Houses Act, the Police Rates Act, the High Constables Act, the Riot Damages Act, the Public Authorities Protection Act, the Police Property Act, and parts of the Army Act, the Municipal Corporations Act, and the Local Government Act. With Introduction, Notes, and Index.** By EVELYN G. M. CARMICHAEL, M.A. (Oxon.), Barrister-at-Law. William Clowes & Sons (Limited).

**The Law Relating to Schools and Teachers: A Manual for the Use of Members of School Boards, School Attendance Committees, County and Borough Councils, the Governing Bodies of Secondary Schools and Voluntary Schools; also for the Use of School Board Clerks and Teachers in all grades of Schools.** By T. A. ORGAN, B.A., Barrister-at-Law. Leeds: E. J. Arnold & Son (Limited).

**The Companies Act, 1900. With Comments and Notes suggesting Certain Practical Considerations Intended to be of use to Directors and Secretaries of Companies and Promoters thereof.** By GIBSON, WELDON, and BILBROUGH, Solicitors. Law Notes Publishing Offices.

**The Lawyer's Remembrancer and Pocket Book for the year 1901.** Compiled by ARTHUR POWELL, Barrister-at-Law. Butterworth & Co. Price 2s. 6d. net.

**Lawyers and Their Clients: A Practical Guide for the Latter.** Effingham Wilson.

**The Trader's Guide to the Law Affecting the Sale of Goods.** By LAWRENCE DUCKWORTH. Barrister-at-Law. Effingham Wilson.

## CORRESPONDENCE.

## SOLICITORS' BOOK-KEEPING.

[To the Editor of the Solicitors' Journal.]

Sir,—It does not seem to occur to those of your correspondents who recommend separate banking accounts for clients' cash that the proper thing for solicitors to do is to hand over to their clients whatever cash is received for them, and that the separate account to which such cash should be placed is the separate account of the client himself.

A good instance of this appears in the evidence last given in Mr. Lake's case, where trustees asked what had become of £40,000 received from them, and on being told that part had been deposited and the rest was in the hands of the firm, promptly required that the whole should be paid over. This is what all clients should do, and especially trustees, for as great harm is often done to solicitors by allowing money to remain needlessly in their hands as is done by solicitors who retain money needlessly.

On the question of book-keeping, I would only say that it should be accurate, exhaustive, and always kept up to date. If that is done almost any system will answer. "Delays are dangerous," is an old and true saying, and it applies especially to book-keeping, and more especially to solicitors' book-keeping. Let all entries be made at the time the transactions occur, let them be full as well as accurate, let them be posted daily into appropriate books, and let them be checked daily by someone who has a direct interest in seeing that everything is done accurately and regularly. "Arrears" are as dangerous as "delays," and I speak with knowledge when I say that there is no reason why there should be either delays or arrears.

JOHN R. ADAMS.

66, Cannon-street, Nov. 19.

## CASES OF THE WEEK.

## Court of Appeal.

BAILEY v. PLANT. No. 1. 15th Nov.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—ENFORCING AWARD—COMMITTAL—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 5—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), SCHEDULE II., CLAUSE 8.

Appeal from an order of the judge of the Crews County Court under the Workmen's Compensation Act, 1897. The applicant for compensation was a boy who was injured by an accident while in the employment of the respondent. The arbitrator appointed by the county court judge made an award of 2s. 6d. a week as compensation to the applicant under the Workmen's Compensation Act, 1897. The weekly payments having fallen into arrear, the applicant applied to the county court judge for a committal order against the respondent under section 5 of the Debtors Act, 1869. By Schedule II., clause 8, of the Workmen's Compensation Act, 1897, where the amount of compensation shall have been ascertained, the registrar of the county court shall record a memorandum thereof, "and thereupon the said memorandum shall for all purposes be enforceable as a county court judgment." The county court judge found that the respondent had had ample means to pay the arrears since they became due, but he held that he had no jurisdiction to commit the

respondent, as, in his opinion, a committal order under the Debtors Act, 1869, was not a mode of enforcing a judgment, but was a process for punishing the debtor who had the means and refused to pay the judgment debt. The applicant appealed. The respondent did not appear. The Court of Appeal said that they would not decide the question whether the appeal came within the appeal clause in the Workmen's Compensation Act, 1897, and whether the appeal was properly brought to that court; but without making a precedent of the case they would hear the appeal.

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., said that a memorandum, when recorded under clause 8 of Schedule II. to the Act, stood in the same position for the purposes of enforcement as a county court judgment. One way of enforcing a county court judgment was by issuing execution against the judgment debtor's goods. Another well-known way was by means of a judgment summons for the purpose of getting a committal order under section 5 of the Debtors Act, 1869. He would assume that the latter process was partly punitive; but, in his opinion, it was also a means of compelling the judgment debtor to pay the debt by the coercion of imprisonment. It was a very common mode of enforcing payment of small debts in the county court. The county court judge had, therefore, jurisdiction to make the committal order.

COLLINS, L.J., concurred. When the matter was fully considered, it seemed to him clear that the real purpose of the committal order was to put pressure on the judgment debtor to make him pay the debt. It wanted two essential elements of purely punitive process. One was that the judgment debtor could avoid the imprisonment by paying the debt. The second was that the serving of the imprisonment, by an express provision in the Act, did not operate as a satisfaction or extinguishment of the debt. The offence was not purged, whereas it was a fundamental principle of the criminal law that a criminal, by serving his term of imprisonment, purchased his freedom and purged the offence. It was true that the Legislature had limited the application of this mode of enforcing payment of the judgment debt to cases where the debtor was contumacious; but, when once it was applied, it was a mode of enforcing payment of the debt, and was not merely punitive in its character.

STIRLING, L.J., concurred.—COUNSEL, *Minton-Senhouse*. SOLICITORS, *Taylor, Hoare, & Picher*, for R. E. Edleston, Crews.

[Reported by W. F. BARRY, Barrister-at-Law.]

**MERRILL v. THOMAS WILSON, SONS, & CO. (LIM.).** No. 1.  
15th Nov.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—"FACTORY"—"UNDERTAKERS"—SHIP ALONGSIDE QUAY—ACCIDENT ON QUAY—FACTORY AND WORKSHOP ACT, 1895 (58 & 59 VICT. c. 37), s. 23 (1)—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

Appeal from an award of the Hull County Court judge under the Workmen's Compensation Act, 1897. The applicant for compensation was the widow of a workman who, at the time of his death, was in the employment of the respondents. The respondents' steamship, *The Ohio*, was moored, for the purpose of discharging her cargo, alongside a quay in the Alexandra Dock at Hull belonging to the railway company on the morning of the 24th of December, 1899. The shipowners were going to discharge her cargo with their own men. The cargo consisted of cattle and goods. The deceased man was engaged with other men in the employment of the respondents in getting a gangway from the quay on to the ship. While so engaged the deceased man, who was standing on the quay, slipped and fell between the quay wall and the ship and was killed. The gangway was used for enabling the workmen and the crew to go to and from the ship, but not for the purpose of loading or unloading the ship. On the 24th of December the cattle were discharged from the ship into lighters on the other side of the ship by means of another gangway. No other cargo was discharged until after the Christmas holidays. The county court judge held that the employment of the deceased man at the time of the accident was on or in or about a ship, and that therefore the Act did not apply. He also held that the gangway was not plant used in the process of unloading on to the quay, within section 23, sub-section 1 (a), of the Factory and Workshop Act, 1895, so as to come within the definition of a "factory" in section 7, sub-section 2, of the Workmen's Compensation Act, 1897. He accordingly made an award in favour of the respondents. The applicant appealed.

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., said that in his opinion the county court judge was wrong in coming to the conclusion that the employment was on or in or about a ship, and that therefore the Act of 1897 did not apply. The deceased man never was on the ship; he was working on the quay when he was killed. It was not disputed that the quay was a "factory" within section 7 of the Act of 1897. Section 7, sub-section 1, defined a "factory" by reference to section 23 of the Factory and Workshop Act, 1895. There could be no doubt that this quay was a "factory" within the Act. The important question was whether the respondents were the "undertakers" in respect of that factory. Section 7, sub-section 2, of the Act of 1897 defined "undertakers" in the case of a factory as "the occupier thereof within the meaning of the Factory and Workshop Act, 1878 to 1895." By section 23, sub-section 1, of the Factory and Workshop Act, 1895, the person having the "actual use or occupation" of a dock, quay, &c., was to be deemed to be the occupier of a factory. The question was, Were the respondents in actual use of this quay at the time of the accident? The quay was constructed for the

purpose of ships using it for loading and unloading cargo. The respondents had their ship alongside the quay and monopolized it for the purposes of unloading. It was not like the case of a carrier taking a parcel on to the quay. The respondents had the actual use of the particular portion of the quay, and therefore were liable. With regard to the question whether the gangway was plant used in the process of unloading on to the quay, and was therefore a "factory," the gangway was not at the time of the accident being used or about to be used in the process of unloading. It was merely used to enable the men to get to and from the ship. Therefore the gangway in this case was not a "factory." The appellant succeeded upon the other points, and the appeal must be allowed.

COLLINS, L.J., concurred. It was clear that the deceased man, whatever his duties might have been on board the ship, was employed on the quay at the time of the accident. He was employed on what was capable of being a "factory." The word "factory" in section 7, sub-section 2, of the Act of 1897 was made to cover several different things, but each must be capable of a definable area, not exactly, but capable for practical purposes of being defined in respect to space. There must be some area definable by metes and bounds. Here there was something capable of being a factory in that sense if used in such a way as to render the space of quay used definable. He could see no reason why this quay so used should not be a factory. Were the respondents the "undertakers" in respect of that quay? To be the undertakers they must be the occupiers of it; that was, they must by section 23, sub-section 1, of the Act of 1895 have the actual use or occupation of it. To ascertain whether a person had the actual use they must look at the subject-matter. The quay existed for the practically exclusive use or occupation by ships for the purposes of loading and unloading, though people might walk about it. The whole length of the ship used the quay to the full extent to which a ship ever used a quay in the process of unloading. The word "actual" had full effect given to it when the ship used the quay for all purposes involved in the process of loading or unloading. The respondents were therefore the undertakers. As to the question of the gangway being plant used in the process of unloading on to the quay, it was not used in that process. Further, the unloading was into lighters alongside the ship.

STIRLING, L.J., agreed.—COUNSEL, *W. H. Owen*; *Joseph Walton, Q.C.*, and *B. D. Kilburn*. SOLICITORS, *Williamson, Hill, & Co.*, for T. & A. Priestman, Hull; *Pritchard & Sons*, for *Hearfield & Lambert*, Hull.

[Reported by W. F. BARRY, Barrister-at-Law.]

**FERGUSON v. GREEN.** No. 1. 14th Nov.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—EMPLOYMENT ON BUILDING BEING CONSTRUCTED BY MEANS OF A SCAFFOLDING—ARRANGEMENT OF TRETTLES AND BOARDS—WORKMEN'S COMPENSATION ACT, 1897, s. 7, SUB-SECTION 1.

This was an appeal from a decision of the judge of the Oldham County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicant for compensation was a plasterer. At the time of the accident he was engaged in the work of plastering the ceiling of a room in a cottage, and he was standing on a platform constructed of trestles and boards. It was admitted that the cottage was a building exceeding thirty feet in height, and that it was "being constructed" within the meaning of section 7, sub-section 1, of the Workmen's Compensation Act. The question was whether it was being constructed "by means of a scaffolding" within the meaning of that section. The arbitrator, by whom the case was heard, found that the arrangement of trestles and boards was not a scaffolding. The county court judge, having regard to *Maude v. Brook* (48 W. R. 290; 1900, 1 Q. B. 575), thought that the arbitrator had misdirected himself as to the meaning of the word "scaffolding" in the section, and reversed his decision, holding that the applicant was entitled to have an award made in his favour. The employers appealed. The following three cases were cited: *Wood v. Walsh & Sons* (47 W. R. 504; 1899, 1 Q. B. 1009), *Hoddinott v. Newton, Chambers, & Co.* (47 W. R. 499; 1899, 1 Q. B. 1018), and *Maude v. Brook*. In the last-mentioned case the arbitrator had found that an arrangement of trestles and boards similar to that used in the present case was a scaffolding, and the Court (Collins, L.J., dissenting) upheld his award.

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., said that this court had consistently refused to give any definition of the legal meaning of the word "scaffolding" as used in the Workmen's Compensation Act. In each of the cases cited they had declined to interfere with the finding of fact of the arbitrator as to whether that which was alleged in the particular case to be a scaffolding was a scaffolding or not. In his opinion, therefore, the county court judge had no right to overrule the finding of fact of the arbitrator, if there was any evidence on which that finding could be supported. He thought that the arbitrator's finding must be allowed to stand, and that the appeal must be allowed.

COLLINS, L.J., concurred. He thought the effect of the decisions was that the arbitrator was at large to consider whether the arrangement of trestles and boards was a scaffolding or not, and that the county court judge had pressed the case of *Maude v. Brook* too far.

STIRLING, L.J., concurred.—COUNSEL, *Ruggs, Q.C.*; *B. G. Wilkinson*. SOLICITORS, *William Hurd & Son*; *E. A. W. Wragge*.

[Reported by F. G. RUCKER, Barrister-at-Law.]



**HOUGHTON v. SUTTON HEATH AND LEA GREEN COLLIERIES CO. (LIM.).** No. 1. 16th Nov.

**MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT TO WORKMAN RESULTING IN DEATH—COMPENSATION—WEEKLY EARNINGS—DEDUCTIONS—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), SCHEDULE I., CLAUSE 1 (A).**

Appeal by the employers from an award made by the judge of the St. Helen's and Widnes County Court in an arbitration under the Workmen's Compensation Act, 1897. A workman in the employ of the appellants as a miner died from the results of an accident in the course of his work. At the time of the accident he was in receipt of wages amounting to £1 10s. 11d. per week. All the men in the colliery had a certain small deduction made from their wages—namely, sixpence a week, in order to pay for the oil which the employers supplied to them for the lamps with which they worked. The deceased, therefore, received in cash £1 10s. 5d. per week. The county court judge in making an award in favour of the widow calculated the compensation on the basis that the deceased's weekly earnings were £1 10s. 11d. From this award the employers now appealed. For the appellants it was contended that this was wrong and that the award ought to have been made on the basis of what the deceased actually received.

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.), dismissed the appeal.

A. L. SMITH, M.R., in giving judgment, said this was a case in which a good deal could be said on both sides though the point raised was a small one. The deceased undoubtedly earned £1 10s. 11d. per week. Out of this sum he had to provide himself with oil for his lamp and sixpence a week was deducted from it for this purpose, but his wage was none the less on this account.

COLLINS and STIRLING, L.JJ., delivered judgments to the same effect. Appeal dismissed.—COUNSEL, *Rugg, Q.C.*, and *Leonard*; *Montague Lush, Solicitors*, W. N. *Ellen*, for *Edwin Peace*, Liverpool; *Smiles & Litchfield*, for *J. Massey*, St. Helen's.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

**POMPHEY v. THE SOUTHWARK PRESS.** No. 1. 23rd Nov.

**MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT TO WORKMAN—PARTIAL INCAPACITY—COMPENSATION—NO LOSS OF WAGES AFTER AS BEFORE THE ACCIDENT—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37) SCHEDULE I., CLAUSES 1 (6), 2, 12.**

Appeal from a decision of his Honour Judge Addison sitting at the Southwark County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicant, a boy eighteen years old, who had been apprenticed for two years as a printing-machine minder to the employers had his right hand crushed while at work on the 6th of February, 1900. On the 9th of February his apprenticeship indenture was cancelled by his employers as he was no longer able to do his work. On the 27th of March the applicant commenced proceedings under the Workmen's Compensation Act. Immediately before the accident he had been earning 10s. 6d. per week and his average earnings during the previous twelve months were 7s. per week. On the 15th of May an award by consent of the parties was made by the judge by which the employers were to pay the applicant 3s. 6d. per week, being half his average weekly earnings. The employers took the applicant back into their employment as a labourer and in that capacity he received wages at the rate of 11s. 2d. per week. On the 1st of August application under paragraph 12 of the first schedule to the Act was made by the employers to the county court judge to terminate or suspend the weekly payment payable under the award on the ground that the workman was not suffering any loss of wages as a result of the accident. At the hearing of the application it was proved that the usual rate of wages for the employers' labourers was eighteen shillings per week. The learned judge refused the application, being of opinion that the boy was earning 3s. 6d. a week less than he would be earning if he had the use of his right hand. From this decision the employers now appealed. It was contended on behalf of the appellants that the county court judge was wrong in law in holding that a workman who was earning more than the average weekly wages that he had been receiving at the time of the accident was entitled to compensation. The following cases were referred to: *Irons v. Davis & Timmins* (47 W. R. 616; 1899, 2 Q. B. 330), *Chandler v. Smith* (47 W. R. 677; 1899, 2 Q. B. 506).

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., in giving judgment, said: The applicant for compensation was a boy who had been apprenticed to a printer. At the time the accident happened he was only earning 10s. 6d. per week, but of course was learning his trade. After the accident he went back to his employer as a labourer and earned 11s. 2d. per week, thus making more money than before he had his hand crushed. The employer, therefore, made an application, under paragraph 12 of the first schedule to the Act, to the county court judge to review the award and put an end to the payment on the ground that the workman was suffering no loss of wages in consequence of the accident. This the county court judge refused to do. In his (the Master of the Rolls') opinion the average weekly earnings of a workman are what he was actually getting at the time of the accident. The first schedule to the Act provided that in cases of accident where death did not result the compensation to be awarded was to be a weekly payment not exceeding 50 per cent. of the workman's average weekly earnings during the previous twelve months, and that in fixing that payment regard was to be had to the difference between the amount of the average weekly earnings of the workman before and after the accident. The Act intended that the

employer should pay that difference. In this case the master was really out of pocket, and he was entitled to have his application granted. The court would therefore make a similar order to that made in *Irons v. Davis & Timmins*—namely, that the weekly payment should be reduced to the nominal one of one penny, which would enable the workman subsequently, if necessary, to apply to have it increased.

COLLINS and STIRLING, L.JJ., delivered judgments to the like effect. Appeal allowed.—COUNSEL, *Rugg, Q.C.*, and *Newson*; *Spencer Bower, Solicitors*, Gibson, Usher, & Co.; *Hurd & Son*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

**BOWDEN v. YOYALL.** No. 2. 14th Nov.

**PRACTICE—MOTION TO COMMIT—REFUSAL TO COMMIT—INTERLOCUTORY APPEAL—LEAVE OF COURT—LIBERTY OF SUBJECT—SUPREME COURT OF JUDICATURE (PROCEDURE) ACT, 1894 (57 & 58 VICT. c. 16), s. 1 (1) (n) (i).**

This was an appeal from Buckley, J. A motion was brought by the plaintiff to commit the defendants for an alleged breach of an undertaking given by them to the court. Buckley, J., dismissed the motion and refused leave to appeal. The plaintiff appealed. The Supreme Court of Judicature (Procedure) Act, 1894, provides, section 1 (1): "No appeal shall lie (b) without the leave of the judge or of the Court of Appeal from any interlocutory order or interlocutory judgment made or given by a judge, except in the following cases, namely—(i) where the liberty of the subject or the custody of infants is concerned." A preliminary objection was taken on behalf of the defendants that no order to commit having been made, the case was not within the exception "where the liberty of the subject is concerned." Consequently the appeal could not be brought without the leave of the court, which had not been obtained.

THE COURT (RIGHT, VAUGHAN WILLIAMS, and ROMER, L.JJ.) held that the preliminary objection was well taken. They refused to give leave, and dismissed the appeal with costs.—COUNSEL, *Levett, Q.C.*, *Alexander, Q.C.*, and *Candy*; *Rouden, Q.C.*, *Hart*, and *Lynn*. *Solicitors*, *Wingfield & Blew*; *Baker & Nairne*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

**CHAMBERLAIN & HOOKHAM (LIM.) v. THE MAYOR AND CORPORATION OF THE CITY OF BRADFORD.** Kekewich, J. 20th Nov.

**COSTS—PUBLIC AUTHORITY—SOLICITOR AND CLIENT COSTS—TAXATION—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61), s. 1 (b).**

The plaintiffs brought an action against the defendants on the ground that they had infringed the plaintiffs' letters patent for improvements in electricity meters. The defendants did not make or use the alleged infringing meters themselves, but procured them from third parties, and let them out for hire to consumers of electricity supplied by the defendants. The defendant corporation were empowered by a provisional order confirmed by private Act of Parliament, *inter alia*, to supply electricity within a specified district, and to hire out meters to consumers for the purpose of measuring the same. The action was dismissed with costs to be taxed on the higher scale. The taxing-master, on the matter coming before him, dealt with the costs on the footing of a solicitor and client taxation on the ground that the defendants were a public body. This was a summons taken out by the plaintiffs to review the taxation on the ground that the defendants had not acted in this matter as a public body but merely as private individuals, and did not come within the scope of section 1 (b) of the Public Authorities Protection Act, 1893, which provides with reference to actions against public authorities that "whenever in any such action a judgment is obtained by the defendant it shall carry costs to be taxed as between solicitor and client." Plaintiff further alleged that the corporation were really only nominal defendants in the action and that the real defendants were the persons who supplied the meters to the corporation. They contended, therefore, that the costs should be taxed on the footing of party and party costs.

KEKEWICH, J., said: In my opinion this is a simple question, and one on which I ought not have any hesitation or doubt. The plaintiffs are owners of letters patent for improvements in electricity meters, and the defendants used electricity meters which the plaintiffs objected to as infringing their letters patent. The defendants did not actually themselves use the meters, but hired them out, being empowered by Act of Parliament (confirming a provisional order) to make installations of and to supply electricity, and, *inter alia*, to hire out electricity meters for the purpose of measuring such supply. It is said that this does not bring them within the protection of the first section of the Public Authorities Protection Act, 1893, which provides that: "Where after the commencement of this Act any action, prosecution, or other proceeding is commenced in the United Kingdom against any person for any act done in pursuance, or execution, or intended execution, of any Act of Parliament, or of any public duty or authority, &c. . . . We may drop the consideration of 'Act of Parliament,' we may drop the consideration of the words public duty, because it might possibly be urged that this is not a public duty cast upon the corporation, but merely a voluntary action on their part which they are not bound by this Act to undertake. On these words I will express no opinion one way or the other; but the matter seems to me clearly to come within the following word 'authority.' It is what they are authorized by this Act of Parliament to do. The true test, in my opinion, is this: Suppose the mayor and corporation had been minded to do what they have done without the authorization of a provisional order confirmed by a

private Act could they as a public authority have done so? Certainly not; it is not within the powers conferred on them by common law, and they would not have been protected had they done so. But here they have obtained a provisional order confirmed by a private Act expressly authorizing them to do what they have done—they have full statutory powers, and consequently are within the protection of the Public Authorities Protection Act. Then it is said they were not the real defendants in the action brought against them by the plaintiffs, that they were only nominal defendants, and that the real defendants were the persons who supplied the meters. It may be an unfortunate thing for the plaintiffs that they had to sue a public body but no doubt they brought their action after careful consideration and advice as to who were the proper parties to be sued. Those parties being a public body are entitled to their costs as between solicitor and client. On the application of plaintiffs' counsel, leave of appeal was granted.—COUNSEL, *Moulton, Q.C., and A. J. Walter; Bousfield, Q.C., and J. C. Graham.* SOLICITORS, *Field, Roscoe & Co., for Pinnet & Co., Birmingham; Ashurst, Morris, Crisp & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**RANDT GOLD MINING CO. (LIM.) v. WAINWRIGHT.** Kekewich, J.  
9th Nov.

COMPANY—VOLUNTARY WINDING UP—VOTES—RIGHT TO VOTE—SHARES  
PARTLY PAID UP—CALLS—NON-PAYMENT OF CALLS—FORFEITURE—SALE  
OF SHARES.

This was a motion in an action on behalf of the plaintiff company, asking, *inter alia*, for an injunction to restrain the defendant Wainwright until the trial of the action or until further order for acting or pretending to act as liquidator of the plaintiff company. The material facts were shortly as follows: In July, 1895, the plaintiff company was formed, having a capital of £80,000, divided into 80,000 shares of £1 each. These shares were subsequently "split," and the nominal capital of the company now consisted of 320,000 shares of 5s. each. It appeared from the company's balance-sheet of the 30th of June, 1900, that at that date 280,028 of such shares had been issued, of which 148,021 were fully-paid, and that on the remaining 132,007 shares there were calls unpaid amounting to £3,497 14s. By a notice dated the 30th of July, 1900, purporting to be signed by the defendant Wainwright as secretary of the company, an extraordinary general meeting of the company was convened for the 8th of August, 1900, for the purpose, *inter alia*, of passing a resolution that the plaintiff company be wound up voluntarily and for the appointment of the defendant Wainwright as liquidator. The meeting was held on the 8th of August, 1900, and the resolution was on a shew of hands declared carried. A poll was then demanded, and the result was, at the adjourned meeting on the 19th of September, 1900, declared to be a majority of 19,000 in favour of the resolution. A protest was lodged against the inclusion of votes representing some 41,300 shares in the majority shewn by the poll. These shares in question were originally issued to and held by the African Gold Properties (Limited) as part-paid shares. That company subsequently went into liquidation and on calls being made on the shares failed to meet them. The shares were accordingly forfeited. The directors of the plaintiff company then sold the shares to the New Balkis and Eersteling Co. (Limited) for £150. Some portion of the unpaid calls had been recovered from the African Gold Properties (Limited), but about £3,000 still remained due. The certificate issued to the New Balkis and Eersteling Co. (Limited) stated that 3s. 4d. per share had been paid and that the remainder (1s. 8d. per share) had been called up and was payable by the South African Gold Properties (Limited), and that the New Balkis and Eersteling Co. (Limited) were to be deemed the holders discharged from all calls due. The New Balkis, &c., Co. voted with the majority in respect to these shares and it was only by their doing so that the resolutions were carried. The articles of association of the plaintiff company provided that if any member failed to pay any call or instalment of shares on or before the day appointed, the directors might serve a notice requiring payment in the form therein set out, and, if the requisitions of this notice were not complied with, might forfeit the shares by resolution, and that any shares so forfeited should be deemed to be the property of the company, and that the directors might sell, re-allot, or otherwise dispose of the same in such manner as they might think fit. By article 17 it was provided: "Any member whose shares have been forfeited shall notwithstanding be liable to pay, and shall forthwith pay, to the company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest, and the directors may enforce the same . . ."; and article 67 provides that "No member shall be entitled to be present or to vote on any question either personally or by proxy or as a proxy for another member at any general meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the company in respect of any of the shares of such member." The plaintiffs contended that there were calls or sums due on the shares now held by the New Balkis Co. and that consequently under article 67 their votes should not be allowed. The defendant contended that no call being due or payable by the Balkis Co., the votes in respect of the company's shares should be allowed.

KEKEWICH, J., said: In my opinion the sums of money payable in respect of the shares purchased by the New Balkis and Eersteling Co. are still due. It matters not that they may be no longer recoverable as calls; they are sums payable in respect of the shares held by that company, and the holders of those shares are by article 67 of the articles of association of the Randt Mining Co. not entitled to vote while any call or other sum shall be due or payable in respect of such shares. The result is that those votes were improperly counted and allowed in the poll. There will, therefore, be an injunction restraining Mr. Wainwright from acting as

liquidator on the ground that he was improperly appointed.—COUNSEL, *W. Renshaw, Q.C., and Clauson; W. R. Sheldon.* SOLICITORS, *Hollams, Sons, Coward, & Hawksley; Sanderson, Adkin, & Lee.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**DEVERGES v. SANDEMAN, CLARK, & CO.** Farwell, J.  
14th and 15th Nov.

COMPANY—SHARES—MORTGAGE—FLUCTUATING SECURITY—POWER OF SALE  
IN MORTGAGEE.

This was an action by a Spaniard, resident in Spain, against a firm of stockbrokers, claiming redemption of certain shares in a gold mining company, or, in the alternative, damages for the wrongful sale of the shares. In July, 1897, the plaintiff instructed the defendants to purchase shares for him in the Central Boulder Gold Mines, and between that time and the following October they accordingly bought altogether 700 shares. The plaintiff furnished part of the purchase-money, but over £500 was found by the defendants on his behalf. In accordance with an arrangement between the parties the defendants caused the shares to be transferred into the names of two members of their firm, to be held by them for the plaintiff by way of mortgage to secure the balance of the purchase-moneys. On the 31st of August, 1897, the defendants wrote to the plaintiff: "We have been expecting to receive from you the further remittance as promised by you to complete the amount due to us on the purchase of the shares which have been, as desired by you, registered in our names, and are, subject to the amount you owe us, plus interest to the next account day, the 15th of September, at your disposal. Should you not place us in funds by that date we shall deem ourselves at liberty to sell, at our discretion as to date and at the then market price, the shares we hold." The plaintiff did not remit, and no further payments were made by him from the end of 1897, in spite of many letters and applications by the defendants. The company in September, 1898, went into liquidation for the purpose of reconstruction, and a new company took over its assets and undertaking. In June, 1898, the defendants received a circular letter from the company, which they at once sent on to the plaintiff, and which stated that the holder of the 700 shares in the old company was entitled to take up 1,050 shares in the new company upon payment of 3s. per share. The defendants impressed on the plaintiff that he must remit funds if he wanted to avail himself of this arrangement. Having no answer from him, they took up the new shares themselves. In July, 1899, the plaintiff applied to the defendants for an account and the defendants rendered one shewing a balance of £595 2s. 9d. owing to them and at the same time informed him that he had forfeited all right to any interest in the new company owing to his failure to provide the funds for taking up the new shares. The plaintiff alleged that the defendants had sold 300 of the shares without notice to him and that since the sale, which he submitted was wrongful, the price of the shares had gone up so that he had suffered loss by reason of it. The defendants admitted the sale and before action brought claimed to be entitled to the shares for their own benefit; but in their defence they stated that they were willing to account and they thereupon delivered an account shewing a balance in the plaintiff's favour of £55, which they brought into court. The plaintiff contending that the sale was wholly wrong, the action came to trial; the defendants submitted that as mortgagees of the original shares and after their repeated applications to the plaintiff they had been justified in selling: *Re Morrill* (35 W. R. 277, 18 Q. B. D. 222), *Wilson v. Tooker* (1714 1 P. Wms 261, 5 Br. Parl. Ca. 193), *Lockwood v. Ewer* (2 Atk. 303), *Francis v. Clarke* (31 W. R. 374, 22 Ch. D. 830), *Kemp v. Westbrook* (1 Ves. sen. 278), *Langton v. Witt* (16 W. R. 508, 6 Eq. 170).

FARWELL, J., after stating the facts, said that the questions were, first, whether in the absence of an express power the defendants as mortgagees of the shares, having a legal title to them, had a right in law or in equity to sell the shares after a reasonable time had elapsed; second, whether there was by agreement an implied power by sale. The law appeared to his lordship to be properly stated in the last edition of Coote on Mortgages, edited by the late Mr. Gordon Robbins, at p. 275, where it was said that such a mortgagee, after the day for payment is passed, might sell without authority from his mortgagor or commencing a foreclosure action; the authority for that was *Wilson v. Tooker* (*ubi supra*), and it seemed plain to his lordship from both the judgment of Harcourt, L.C., in that case and the grounds on which the House of Lords there arrived at its decision that it was a well-known practice in London two centuries ago that the mortgage of stocks, being of a fluctuating value, carried with it an implied power of sale. His lordship adopted that view and applied the rule to the present case. The shares here were of a fluctuating nature, and a reasonable time had elapsed; even if it were not so, he thought that the letter of the 31st of August, 1897, from which the plaintiff had not dissented, gave the defendants a power of sale, and he was prepared to hold that there was an implied power of sale by agreement between the parties.—COUNSEL, *R. Wallace, Q.C., and Stutfield; W. H. Upjohn, Q.C., and Stewart Smith.* SOLICITORS, *E. F. Weldon; Morley, Shirreff, & Co.*

[Reported by W. H. DRAPER, Barrister-at-Law.]

**Re BLACKPOOL MOTOR CAR CO. (LIM.). HAMILTON AND OTHERS v. BLACKPOOL MOTOR CAR CO. (LIM.) AND BARROW.** Buckley, J.  
14th and 15th Nov.

COMPANY—WINDING UP—SURETY—FRAUDULENT PREFERENCE—"CREDITOR"  
—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 48.

The plaintiffs sued upon a deed of the 7th of December, 1896, made between them of the one part, and the defendant company of the other part, by which the company agreed to indemnify the plaintiffs in respect of a guarantee which the latter had entered into on



behalf of the company, and to charge all the property of the company as a security for the purpose. The defence was that the deed was void as a fraudulent preference under section 184 of the Companies Act, 1862, and section 48 of the Bankruptcy Act, 1883, being entered into with a view to prefer the plaintiffs at a time when the company was insolvent. In reply to this defence the plaintiffs alleged that the deed was entered into in consideration of an antecedent liability on the part of the company. The company was incorporated in July, 1897. Shortly after its formation more money was required, and the bank of the company refusing to advance it on other terms, the four plaintiffs, who with two others were the directors, by deed dated the 20th of December, 1897, entered into a joint and several guarantee to the bank for the payment of sums to become due to the bank from the company up to £500. Under this guarantee the bank advanced £300 to the company. Subsequently the above-mentioned deed of indemnity was entered into. Later in December, 1898, the company went into voluntary liquidation, and the defendant Barrow was appointed liquidator. The bank pressed for payment of the overdraft and ultimately the plaintiffs paid part and part was paid into court. The plaintiffs alleged that there had been an oral agreement by the company previous to the deed of guarantee to indemnify them in respect of it. His lordship, however, found as a fact that there had been no such arrangement, and that the guarantee had not been entered into upon the faith of it. The plaintiffs also contended that in any case there was no fraudulent preference under section 48, as a surety was not a creditor under that section.

BUCKLEY, J.—It is contended that the case does not come within section 48, as "creditor" there means a person between whom and the bankrupt the relation of debtor and creditor exists, and does not mean any person who is capable of proving as a surety for a contingent liability. But the case of *Re Paine, Ex parte Reed* (45 W. R. 190; 1897, 1 Q. B. 122) seems to me exactly in point. Vaughan Williams, J., there held that a creditor was a person entitled to prove, and that a surety was such a person, and that there might be a fraudulent preference by payment for the benefit of a person who has not yet been called upon to pay as surety. The case of *Re Herepath & Delmar, Ex parte Delmar* (7 Mor. 129) shows that here the directors could have proved for a contingent liability under section 37 of the Bankruptcy Act. The cases of *Re Mills* (5 Mor. 55, 36 W. R. Dig. 15) and *Re Warren* (1900, 2 Q. B. 138) only go to show that where the payment was made to a person whom it was not sought to prefer you cannot treat it as a fraudulent preference to the person whom it was sought to benefit. In the case of *Ex parte Kelly & Co., Re Smith, Fleming, & Co.* (27 W. R. 830, L. R. 11 Ch. D. 306) the bank were considered as trustees of the money paid. *Ex parte Stubbings* (29 W. R. 653, L. R. 17 Ch. D. 58), *Ex parte Taylor, Re Goldsmid* (35 W. R. 148, L. R. 18 Q. B. D. 295), and *Sharpe v. Jackson*, 1899, A. C. 419 are all cases where the payment was to replace trust moneys improperly appropriated by the trustee, and do not touch this case. I hold that the plaintiffs, the directors, were creditors of the company, and that the deed of the 7th of December, 1898, was void as a fraudulent preference.—COUNSEL, *H. Terrell, Q.C., and M. M. Macnaghten; Tindal Atkinson, Q.C., and J. Story Deans. SOLICITORS, Barton & Pearman; for J. H. Armitage, Leeds; Vincent & Vincent, for John Bowling & Sons, Leeds.*

[Reported by NEVILLE TREBUTT, Barrister-at-Law.]

### High Court—Queen's Bench Division.

BROADBENT (Appellant) v. SHEPHERD (Respondent). Div. Court. 15th Nov.

PUBLIC HEALTH—NUISANCES—ABATEMENT—COLLECTOR OF RENTS—LIABILITY OF COLLECTOR OR AGENT AS "OWNER"—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 4, 94.

Case stated by justices of the peace for the West Riding of the County of York. At the Castleford Petty Sessions for the Upper Osgoldcross Division a complaint was preferred by the appellant on behalf of the Castleford Urban District Council, against the respondent as agent for one Mr. Doukeraley, of Huddersfield, the owner of certain houses in Castleford, under section 95 of the Public Health Act, 1875, that on the 7th of February, 1900, a notice was served on the respondent requiring him to abate a nuisance on the premises, and that he had made default with the requisitions of the notice which required him to execute certain specified structural alterations. The justices heard and dismissed the complaint. It was admitted by the appellant that these nuisances were caused by structural defects. No attempt had been made by the appellant to ascertain the real owner of the property, and the respondent, the rent collector and agent, stated that he had never been asked for the name of the owner. Two notices had been sent by post addressed to a Mr. Doukeraley as owner and Mr. Shepherd (the respondent) as agent, and the letter addressed to the owner had been returned through the post as having been undelivered. It was contended by the appellant that the definition clause (section 4) of the Public Health Act, 1875 (notwithstanding the special provision in section 94, which throws the responsibility of structural defects on the actual owner), included all agents and receivers and collectors of rent as owners, and relieved the appellant from the responsibility of ascertaining the ownership of the property. The justices were of opinion that it was not the intention of the Act to create two ownerships under the special provision in section 94, that the respondent was a mere rent collector, and that the definition clause extending ownership to agents was only intended to apply where it was not inconsistent with the context; that the definition clause relied on by the appellant was governed by the earlier portion of it

to the effect that: "In this Act, if not inconsistent with the context, the following words and expressions have the meanings hereinafter assigned to them," and that the appellant ought to have served the proper owner with the notice and summoned him for default. The justices therefore dismissed the complaint on the ground that the respondent, who merely collected the rents for the owner, was not the "owner" within the meaning of the Act. The question for the court was whether "owner" in that portion of section 94 of the Public Health Act which relates to structural defects includes a mere collector of rents or agent. The Public Health Act, 1875, provides (section 4), "In this Act, if not inconsistent with the context, the following words and expressions have the meanings hereinafter respectively assigned to them: 'Owner' means the person for the time being receiving the rack-rent of the lands or premises in connection with which the word is used, whether on his own account or as agent or trustee for any other person, &c." Section 94 contains the proviso: "That where the nuisance arises from the want or defective construction of any structural convenience, or where there is no occupier of the premises, notice under this section shall be served on the owner." For the appellant it was now contended that the justices were wrong in holding that a mere rent collector was not the owner within the meaning of the section; that the definition clause (section 4) included for this purpose the person who collected the rents of the property and that the justices ought to have dealt with the case on the footing that the respondent, as being the person who collected the rents, was the owner, as it had been held in *Mayor, &c., of St. Helen's v. Kirkham* (34 W. R. 440, 16 Q. B. D. 403.) that a collector of rents was the "owner" for the purpose of liability for paving expenses, and that if that were so with regard to paving expenses much more ought it to be so with regard to the abating of nuisances, and that this case had been frequently followed: *Tottenham Local Board v. Williamson* (62 L. J. Q. B. 322). The respondent did not appear.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY, J.) allowed the appeal.

LORD ALVERSTONE, C.J.—I think this case must go back to the magistrates. For the purposes of the Act the person who collects the rents is capable of being owner within the meaning of the Act. The word "owner" is defined in section 4, and that definition appears to have been held to include the person who collects the rents in a case in which the question was as to paving expenses. If so I certainly think it ought to be applied in the case of nuisances. I therefore think that this case must go back to the magistrates to be so dealt with.

KENNEDY, J., concurred.—COUNSEL, *Macmorran, Q.C., and Scholefield. SOLICITORS, G. T. B. Thurnell, for Claude Kemp, Castleford.*

[Reported by Sir SEBERTON BAKER, Barrister-at-Law.]

### THE QUEEN v. STODDART. C.C.R. 17th May.

CRIMINAL LAW—BETTING—PLACE USED FOR BETTING ON HORSE-RACES—COUPON COMPETITION—BETTING ACT, 1853 (16 & 17 VICT. c. 119), s. 1.

Case stated by Channell, J. The defendant, the proprietor of a weekly newspaper called *Sporting Luck*, was indicted at the Central Criminal Court under section 1 of the Betting Act, 1853, for having opened, kept, and used a certain office for the purpose of money and valuable things being received by and on her behalf as the consideration for undertakings to pay thereafter money and valuable things on events relating to horse-races. Each number of the newspaper contained the conditions of a competition, and a large number of coupons to be filled in by the competitors; a large sum of money was offered to be divided among the persons who should correctly fill in on the coupons the names of the winning horses in certain specified races. One of two coupons could be filled in and sent to the defendant's office free of charge; with each other coupon sent in a penny stamp had to be forwarded. Large sums were received by the defendant by means of the stamps so sent in, and large sums were paid by her to the successful competitors. In the issue of the newspaper on the 7th of September, 1900, it was stated that £46,000 had been paid in prizes since January. It was contended for the prosecution that the use of the office for the receipt of the money paid by the competitors was in contravention of section 1 of the Betting Act, 1853, and that *Stoddart v. Sagar* (1895, 2 Q. B. 474), a decision relating to similar transactions carried on by the defendant in the present case, could only be supported on the ground that the alderman had found that the facts would not support the charge. The defendant relied on *Stoddart v. Sagar*, and contended that section 1 of the Act of 1853 did not apply to the receipt of money unless it was received in respect of a betting transaction, which was not so in the present case. Channell, J., held that if the money sent in with the coupons was the consideration for the promise by the defendant to pay the prizes, depending as they did upon the events of horse-races, the case was within the statute; and the facts not being in dispute, he directed the jury to return a verdict of guilty, and stated this case for the opinion of the court. In addition to *Stoddart v. Sagar*, there were cited *Caminader v. Hulton* (39 W. R. 540), *Reg. v. Hobbs* (1898, 2 Q. B. 64), and *Hart v. Hay* (37 Sc. L. R. 652).

THE COURT (LORD ALVERSTONE, C.J., and WILLIS, WRIGHT, KENNEDY, and PHILLIMORE, JJ.) affirmed the conviction.

LORD ALVERSTONE, C.J., said that the facts came within the express words of section 1 of the Betting Act, 1853; he did not think that those words ought to be limited so as to apply only to betting transactions. But he could not see any difference between the transaction in the present case and ordinary betting for the purposes of the section. The extra pennies were paid because the defendant promised to pay the person paying them a sum of money in the event of his naming the right horses. That involved the elements of a bet. The consideration for the pennies was the promise to pay in the event of the guess being correct. He could not accede

to the argument that the payment of the money depended on the correct guessing and not on the event of the horse-races. *Stoddart v. Sagar* was not an authority against the view taken by the court. The alderman had there found that the facts did not bring the case within the statute, that the court had not laid it down that competitions of this kind could not in any circumstances amount to betting; and his lordship thought that Wright, J., had in his judgment reserved the question which arose in the present case. In *Reg. v. Hobbs* there was the broad distinction that there was no promise by the defendant to pay money, and that no money was paid to the defendant, except in his capacity of custodian, and *Caminader v. Hulton* was distinguishable on similar grounds. In the present case his lordship thought there had been a distinct infringement of the statute.

WILLS, J., said that it was argued that because later sections of the Act such as section 7 referred to "making bets or wagers in manner aforesaid," therefore the operation of section 1 was to be limited to betting transactions although the language was different; it would be as reasonable to say that because section 1 referred to different classes of transactions, therefore section 7, while mentioning only the making of bets or wagers in manner aforesaid, included all the transactions referred to in section 1. But the present was a clear case of betting. A competitor named certain horses in a certain order, and paid a certain sum (say £5) to the defendant; if the horses were not correctly named the defendant kept the sum so paid to her; if they were correctly named she paid to the competitor the amount of the so-called prize (say £1,000) less the sum paid by him (viz., £995). It was clearly a bet of £5 against £995. His lordship was glad that this view had received the sanction of the majority of the Scottish Court in *Hart v. Hay*.

WRIGHT, KENNEDY, and PHILLIMORE, JJ., concurred. Conviction affirmed.—COUNSEL, *Joseph Walton, Q.C.*, and *Kershaw; Horace Avery. SOLICITORS, J. Stanley Kent; Malkin & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### THE QUEEN v. SOWTEE. Div. Court. 14th Nov

ECCLESIASTICAL LAW—CHURCHWARDEN—ADMISSION BY ARCHDEACON DURING VISITATION OF BISHOP—INHIBITION.

Argument of *rule nisi* to the Archdeacon of Dorset commanding him to admit and administer the declaration to S. Vine as churchwarden of the parish of Winterborne Came. At the election of the people's churchwarden for the above parish held on the 7th of May last two persons, Mr. Vine and Mr. Passmore, were nominated. A dispute arose as to which of the two was elected. The question depended upon the right of the rector to vote at the election as a ratepayer in addition to giving his casting vote. On the 13th of July an application was made to the archdeacon to admit Mr. Vine, to which he replied that he was not in a position to do so. His refusal was based upon the ground that at the time the application was made the Bishop of Salisbury, in whose diocese the parish of Winterborne Came is, was holding his triennial visitation. It was alleged that the jurisdiction of the archdeacon to admit churchwardens was an inferior jurisdiction, and that during his visitation the bishop, according to custom, inhibited the archdeacon from "exercising his spiritual and ecclesiastical jurisdiction" concerning, *inter alia*, the admission of churchwardens. This inhibition was relied on as an answer to the rule, and it was argued that the only authority who could admit a churchwarden during the bishop's visitation was the bishop himself, and that the act of admission by the archdeacon was not a merely ministerial act; the decision to the contrary in *Reg. v. Simpson* (1 Str. 609) did not appear in the report of the same case in 2 *Ld. Raym.* 1379. In support of the rule *Reg. v. Simpson* was relied on, and it was contended that the jurisdiction of the archdeacon was concurrent with that of the bishop, and that the admission was a ministerial and temporal act which was not affected by an inhibition relating to ecclesiastical matters: *Prideaux's Churchwardens' Guide* (16th ed.), p. 45, *et seq.*; *Burn's Ecclesiastical Law*, vol. 1, p. 406; *Reg. v. Harris* (3 *Barr.* 1420) and *Reg. v. White* (2 *Ld. Raym.* 1379) were also referred to.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY, J.) made the rule absolute.

LORD ALVERSTONE, C.J., said that he had some hesitation in giving judgment in this matter, for he feared lest he should be giving utterance to some heresy. The office of churchwarden was for many purposes a temporal one, and it was not disputed that the admission of a churchwarden was a ministerial act. It was impossible to take the view that there had been a mistake in Strange's Reports of the case of *Reg. v. Simpson*, which had been for many years treated as an authority that the admission of churchwardens was not the subject of inhibition as the office was a temporal one. There was good sense in holding that an inhibition did not affect the admission to such an office. *Reg. v. Simpson* was, therefore, an authority binding upon the court that a bishop had no right to inhibit the archdeacon from the act of admitting churchwardens to their office.

KENNEDY, J., agreed. No authority had been adduced to prevent the court following the course pursued in *Reg. v. Simpson* upon the ground stated in the report in 1 *Strange*. The question appeared to have arisen whether the Ecclesiastical Court could settle the validity of an election of churchwardens, but it was held that the admission of churchwardens was a ministerial act and consequently that the validity of the election could not be disputed under it. It also appeared from the report that this ministerial act could not be inhibited. Rule absolute. COUNSEL, *L. T. Dwyer; Edwardes Jones. SOLICITORS, Robins, Hay, Waters, & Hay; Jenkins, Baker, & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### Solicitors' Cases.

Re FOUR SOLICITORS. *Ex parte* THE INCORPORATED LAW SOCIETY. Div. Court. 6th and 21st Nov.

SOLICITORS—ADMINISTRATION ACTION—SOLICITORS REPRESENTING CONFLICTING INTERESTS IN SAME ACTION—SHARING OF UNDISCLOSED PROFITS.

This case came before the court on the report of the committee appointed under the Solicitors Act, 1888. The application, dated the 4th of January, 1900, was made by Mr. T. E. Stephens alleging professional misconduct against the respondents in that they and other solicitors had acted in administration actions for parties whose interests conflicted, and that they had shared undisclosed profits. The matter was argued at length on the 6th inst. when the Court (LORD ALVERSTONE, C.J., and KENNEDY, J.) reserved judgment. On the 21st inst. the following judgment of the court was read by Kennedy, J. The facts of the case sufficiently appear in the judgment.

KENNEDY, J.—In this case the Statutory Committee of the Incorporated Law Society, charged with the investigation of certain matters of complaint made by Mr. T. E. Stephens against four solicitors practising in London—viz., three of the name of Lydall and one of the name of Letcher, have, after due inquiry, reported that they find all four guilty of professional misconduct within the meaning of the Solicitors Act, 1888. The matter has now been brought before this court by the committee in the usual way, and it becomes our duty to pronounce judgment upon it after considering the report of the committee and the arguments in regard to the persons affected by it which have been addressed to us by their counsel. The correctness of the full and careful statement of facts upon which the committee base their finding is not impugned by any of the respondents in any material point, and we accept that statement. It is unnecessary to dwell upon the details of the transactions which it sets forth. They are summarized clearly and quite sufficiently for the purpose of our judgment to-day in its concluding paragraph. The committee there find that the respondent J. H. Lydall for many years past, and, since 1894, the respondents J. F. Lydall and H. W. Lydall also, introduced the respondent, M. J. Letcher, and other solicitors to act for parties in administration actions whose interest conflicted with those of the parties for whom the Lydalls were acting, and that in all such cases the respondents received from the solicitors introduced by them, agency on, or a share of, their profit costs without disclosing the fact. In our judgment, where solicitors represent conflicting interests in litigious proceedings of any kind, any arrangement or understanding or practice whereby a share of the profit, whether called "agency" or by any other name, is paid by one of the solicitors to another, is wrong in principle and fraught with risk to the welfare of clients and to the administration of justice. It must—not infrequently—involve a temptation to him who receives a share of his opponent's profit to neglect, if not to sacrifice, the true interest of his client, where the opponent is taking steps which make costs for the common gain, according to such a practice, of both solicitors. It cannot be right that those who are paid to guard conflicting interests should enter into such pecuniary relations with each other as make it profitable to the legal representative of one of the interests to acquiesce, if not to assist, in needless and wasteful proceedings on the part of the representative of another interest. The temptation may be resisted, or the court may effectually intervene, and no harm may result; but the agreement or practice which creates such a temptation ought not to find a place in the work of a great and honourable profession. But whilst, in our judgment, the relation which such an agreement or practice produces between solicitors entrusted with conflicting interests is altogether, and in itself, objectionable and indefensible, the matter appears to us to assume a much more serious aspect, both practically and morally, if the agreement or practice is not disclosed; and this the committee find to be the case here. The court and its officers are misled, and the corrective force of its supervision is impaired. The court is kept in ignorance of the fact that proceedings, which it rightly requires and assumes to be directed by independent and disinterested advice, may be dictated by a league of persons who oppose only in name and appearance, and not in fact. One of our colleagues in the Chancery Division in his judgment in *Stephens v. Lydall*, which is quoted in the report, has, in strong terms, reprobated such a practice, and called attention to evils which may result from it, especially where the interests of infants are involved in the litigation; and, in the present case, the committee of the Incorporated Law Society, after a careful examination of the facts, have found that the respondents, in carrying on this practice of undisclosed profit-sharing with solicitors who represented conflicting interests, have been guilty of professional misconduct. It is now our duty—and it is a painful duty—to say that we emphatically endorse the grave censure which that finding involves. Having come to this conclusion, we have anxiously considered how, in the exercise of our disciplinary powers, we ought to deal with these respondents. We have decided to take a course which may perhaps seem to some to err on the side of clemency. In any case, before stating the considerations of mitigation which have helped to guide us, we feel it to be our duty to point out (although we earnestly hope that the warning is not needed) that if professional misconduct, such as that of which these respondents have been found guilty, is proved to have taken place after this public condemnation of it by this court, one of the principal matters of mitigation here will not then exist. This is, so far as we are aware, the first occasion on which the court has had to consider this particular kind of professional misconduct. We are glad to find that the committee are able to say not only that they had no proof adduced before them of the practice of which the respondents have been guilty, being, as the respondents asserted that it was, a common practice, but that,

in the belief made before reason to feel as we hope, matters, when the makes it to of that to of the com respondent the import neverthele the first to only elem sideration elder respo neither in been prov is, in the It would, accurately propriety since conc mingivng almost per judgment And it is f administr carried on effect, an younger r to be rig of which father's o in the cor him, but admitted more than of the ca responder order of younger Lydall, a do pay the cost grave ch course of report th he was re of Mr. L to him in of Mr. L ingly. I appeal in Trevor; J.C., an Bucknill

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In re Trusts July



in the belief of the committee, that assertion is untrue, and no attempt was made before us to support such a contention. At the same time, we have reason to fear that there have existed in the ranks of the profession, although, as we hope, within a very limited range, a certain laxity of habit in such matters, and a readiness to do work upon a profit-sharing basis when the nature of the relative duties of the parties to the transaction makes it inherently vicious and improper. There are, indeed, indications of that to which we refer in the evidence which is included in the report of the committee. Whilst this fact is, of course, no excuse for the respondents, and whilst, from the standpoint of public interest, it enhances the importance of a clear and strong condemnation in this court, it is, nevertheless, in our judgment, just, in dealing with these cases which are the first to admit it as an element of mitigation. It is not, however, the only element. We are bound, in our view, to give weight to the consideration that, while the practice complained of on the part of the two elder respondents had extended to several actions and over many years, neither in their case nor in the case of the two younger respondents has it been proved that a pecuniary mischief has resulted to a client. There is, in the case at least of some of the actions, evidence to the contrary. It would, no doubt, be very difficult, if not impossible, now to ascertain accurately, in such records and papers as may still exist or otherwise, the propriety or impropriety of proceedings taken in administrative suits long since concluded; and paragraph 19 of the report certainly inspires some misgivings. Still the jurisdiction which we are exercising is punitive and almost penal; and in proceedings of such a nature the accused are, in our judgment, entitled, in a high degree, to insist upon strictness of proof. And it is fair to say, further, that the committee in regard to one of the administration actions expressly find that the proceedings had been carried on quite properly, and in regard to two other actions, report, in effect, an equally favourable conclusion. Lastly, in regard to the two younger respondents, Mr. J. F. Lydall and Mr. H. W. Lydall, we hold it to be right to consider, in mitigation of the professional misconduct of which they have been found guilty, that they are young men in their father's office, who naturally would be influenced by their father's example in the conduct of business, not only owing to their close relationship to him, but owing also to the fact that at the time when the elder son was admitted to the profession the father had been practising as a solicitor for more than thirty years. In these circumstances we think that the justice of the case will be met if we make, in the case of each of the two elder respondents, John Hawthorne Lydall and Mark Jameson Letcher, an order of suspension for three months, and in the case of the two younger of the respondents, John French Lydall and Herbert Wyckham Lydall, an order that they, as well as the two first-named respondents, do pay the costs of the Law Society. We make no order as to the costs of Mr. T. E. Stephens. He made a number of most grave charges against the respondents which were abandoned in the course of the inquiry; and, further, in the 14th (A) paragraph of the report that he was from time to time informed by Mr. J. H. Lydall that he was receiving as agency a share of the profit costs of Mr. Letcher and of Mr. Lidiard, and that half of such share was from time to time remitted to him in letters stating the sums remitted to be a proportion of the profit of Mr. Letcher's and Mr. Lidiard's costs respectively. Judgment accordingly. Leave to appeal given, and judgments not to be enforced pending appeal if notice of appeal be given within one week.—COUNSEL, *A. H. Trevor; Rawlinson, Q.C., and Mark Romer; Sir E. Clarke, Q.C., Pickford, Q.C., and MacSwiney; C. E. Jones; R. E. Moore.* SOLICITORS, *S. P. D. Bucknill; Lewis & Lewis; Lydall & Sons; M. J. Letcher.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

## NEW ORDERS, &c.

### TRANSFER OF ACTIONS.

#### ORDER OF COURT.

Saturday, the 17th day of November, 1900.

Whereas, from the present state of the business before Mr. Justice Kekewich, Mr. Justice Cozens-Hardy, Mr. Justice Farwell, and Mr. Justice Joyce respectively, it is expedient that a portion of the cases assigned to Mr. Justice Kekewich, Mr. Justice Cozens-Hardy, and Mr. Justice Farwell, should, for the purpose only of hearing or of trial, be transferred to Mr. Justice Joyce; now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Kekewich, Mr. Justice Cozens-Hardy, and Mr. Justice Farwell to Mr. Justice Joyce for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

#### FIRST SCHEDULE.

From Mr. Justice KEKEWICH.

Harrison v Laycock 1900 H 2,062 Oct 5  
French & Co ld v Lea 1900 F 991 Oct 11  
Warren v Chapman 1900 W 680 Oct 19  
Coles v Coles 1899 C 4,218 Oct 22  
Jenkins v Rees 1899 J 1,947 Oct 26

#### SECOND SCHEDULE.

From Mr. Justice COZENS-HARDY.

In re The Companies Acts, 1862 to 1890, and In re The Transatlantic Trust and Agency Assoc. ld. motion (entered in Writs List) July 24

Tweedie v Oxley 1900 T 915 Aug 17  
Peacock v Guest 1900 P 583 Aug 28  
Jones v H. Lovibond & Sons ld. 1900 J 1,208 Sept 4  
Paine & Co ld v Bradshaw 1900 P 1,267 Sept 24  
Lowenstein & Co v Levy & Nephews 1899 L 2,410 Oct 10  
Gorringe v J. G. Dunn (trading, &c.) 1900 G 1,903 Nov 2  
Cavendish Investment Building Society v Breskal 1900 C 3,271 Nov 2  
Ashworth v English Card Clothing Co ld. 1899 A 1,180 Nov 8  
Martin v Spencer 1900 M 3,650 Nov 9

### THIRD SCHEDULE.

From Mr. Justice FARWELL.

Bradford Dyers Assoc ld v Bury 1899 B 2,302 Aug 16  
Hughes v Hicklin 1900 H 59 Aug 21  
Hopkins v H. Tomlin & Co 1900 H 2,668 Oct 8  
Home and Colonial Stores ld v Colls 1900 H 2,797 Nov 2  
In re Humby Humby v Saunders motion to vary (entered in Writs List) Nov 5

HALSBURY, C.

## LAW STUDENTS' JOURNAL.

### CALLS TO THE BAR.

The following gentlemen were on Monday called to the bar: LINCOLN'S INN.—Walter Hardwick Christopher Minns, of New College, Oxford; Charles Nicolas Barham, of Wymering Theological College and University College, London; William Ewart Greaves, of Keble College, Oxford, B.A.; Thomas Mandeville Emerson Armstrong; Walter Wilson Renshaw, of Trinity Hall, Cambridge, B.A.; James Elwin Cockayne Adams, of New College, Oxford, B.A.; George Selborne Cowie, of New College, Oxford; Arthur Noel Kenion, of Clare College, Cambridge; Sidney William Phipson Beale, of Trinity College, Oxford, B.A.; Nigel Somers Lewis, of Balliol College, Oxford, B.A.; William Holding, jun., of St John's College, Oxford, B.A.; Mir Alam Khan, of Christ's College, Cambridge; Henry Hatfield; John Charles Denmead, of Emanuel College, Cambridge, M.A.; Romil James Robert Goffin, Fellow of Jesus College, Cambridge, M.A., LL.M.; Karm Narain, of the Punjab University; William Knox-Johnson, of Merton College, Oxford; Raymond Herbert Roope Reeve, of Hobart; Russell Elliot Macnaghten, of King's College, Cambridge.

INNER TEMPLE.—Richard Bayly Murphy, B.A., Dublin, holder of a Certificate of Honour awarded Michaelmas, 1900; Frederick Dornhorst; Syed Alay Mahomed, Cambridge; Alastair Douglas Macdonald, B.A., Cambridge; William Done Bushell, B.A., Cambridge; Pelham Francis Warner, B.A., Oxford; Arthur Francis Wood, B.A., Oxford; Douglas Hope Johnston, B.A., Cambridge; the Hon. Edward Reginald Lindsay, B.A., Oxford; Paul Ernest Sandlands, B.A., Cambridge; Lionel Bowes Dunn, B.A., Oxford; Thomas Armstrong White, B.A., Oxford; Charles St. John Wallace Nicholson, B.A., Oxford; William Hobart Houghton Thorne, Cambridge; John Ernest Allen, B.A., Oxford; William Smith Kennedy, LL.B., Cambridge; Henry Holmes Joy, B.A., Cambridge; and David Grainger Chaytor, B.A., Dublin.

MIDDLE TEMPLE.—Hugh Antony Wilford; John Davidson Hobson, Balliol College, Oxford, B.A., First Class Final School of Jurisprudence; Reginald Bruce Fellows, M.A., Trinity College, Cambridge; Merryn Campbell Stephen, B.A., Trinity Hall, Cambridge; Harold Cooke Gutteridge, B.A., King's College, Cambridge; Patrick James Blair, Advocate of the Scots Bar, M.A., Aberdeen University, LL.B., Edinburgh University; Peter John Boland; Maurice Ignace Victor Marie Joseph Théry, Avocat-Licencié en Droit; George Hopwood Hume.

GRAY'S INN.—William Gabriel Allen Grell, of Port of Spain, Trinidad, in the West Indies; Dara Sapuri Sethna, M.A., of Bombay University, advanced student in law of Cambridge University; Percy Edwin Barton, of Stuart-house, Mount-road, Hendon; Hukam Chand Kapoor, B.A., LL.B., of Cambridge University; Martin O'Connor, of 18, Victoria-road, Upper Norwood; John Poyntz Purcell, clerk in the Land Registry Office, of Glebe-lodge, Blackheath, Kent; Inooganty Sreeramulu Naidu, of Secunderabad, Haidarabad, Deccan, India; Louis Henricus Sussew Pieris, of Colombo, Ceylon.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. HORTON SMITH, Q.C., has been appointed Dean of the Chapel at Lincoln's Inn, the LORD CHIEF JUSTICE has been appointed Keeper of the Black Books, and Sir EDWARD CLARKE, Q.C., Master of the Walks.

Mr. F. W. CHANT HOBROW, of the firm of Messrs. Rundle & Hobrow, of Portland House, Basinghall-street, E.C., has been appointed a Perpetual Commissioner to take Acknowledgments of Married Women in the City and County of London and County of Middlesex. Mr. Hobrow was admitted in 1881.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

The partnership hitherto existing between Mr. E. AMPLETT WHITEHOUSE and Mr. CHARLES JEROME, under the style or firm of Jerome, Whitehouse, & Co., has been dissolved as from Nov. 10, by mutual consent. Mr. Whitehouse will henceforth practice at Jewry House, Old Jewry, E.C.

CHARLES PONSONBY WILMER and EDMUND WHITELOCK REEVES, solicitors (Wilmer & Reeves), 11, New-court, Carey-street, Lincoln's-inn, London. Sept. 8, 1898. [Gazette, Nov. 16.]

## GENERAL.

The Treasurer and Benchers of the Inner Temple will give an At Home and smoking concert in their hall to the members of the inn on Friday evening, the 30th inst.

It is announced that the committee appointed to erect a memorial to the late Lord Chief Justice of England, in the form of a statue for the Law Courts and of a replica of Mr. Sargent's portrait, to be offered to the National Portrait Gallery, have received subscriptions to the amount of over £600, ranging from one to 100 guineas. The committee wish to make it known that no subscription is too small to be received.

At the Mansion-house police-court, on the 15th inst., Mr. John Greenfield, solicitor, was, says the *Times*, charged on a warrant with that he in or about July, 1898, being an attorney and being entrusted with money and valuable securities of the value together of £960 8s. 3d., belonging to Eliza Ellington, for safe custody, did convert the same to his own use and benefit, and he was further charged with that he being entrusted with the same money and valuable securities with a direction in writing to apply the same and the proceeds thereof for a purpose specified in such direction did, in violation of good faith and contrary to the terms of that direction, convert the same to his own use and benefit. The Lord Mayor adjourned the case for a week, admitting the prisoner to bail in two sureties in £500 each, or one surety in £1,000.

At a largely-attended meeting of the Incorporated Council of Law Reporting for England and Wales, held at Lincoln's-inn on Tuesday, says the *Times*, the resignation of the chairman, Mr. Crackanthorpe, Q.C., was announced. Mr. Crackanthorpe was vice-chairman for five years before his election in 1898 as chairman. The council, on the motion of the Attorney-General, unanimously passed a resolution expressing their thanks to the retiring chairman for the time and attention he had devoted to the affairs of the council and for the great services he had rendered during the seven years he had held office, and their regret at his intention to sever his connection with their body, of which he had been a member since 1892. On the motion of Mr. Bosanquet, Q.C. (Common Serjeant), Mr. Warrington, Q.C., was unanimously elected chairman of the council.

A case (*Keys v. Konkol*) recently decided by the Supreme Court of Michigan involved, says the *Albany Law Journal*, the novel question whether a dead human body was a personal chattel, recoverable in replevin. The plaintiff's brother died in a hospital, and, by the request of the hospital authorities, the body was taken in charge by the defendants, who are undertakers. After the defendants had properly performed some service in preparing the body for burial, the plaintiff demanded possession. Defendants refused to deliver, unless their charges were paid. In an action of replevin to recover the body, the court held that the action would not lie, under the statute authorizing such an action for the recovery of "personal goods and chattels," and providing—where the plaintiff fails in his case—for the return of the property or its value. "It is apparent," says the court, "that no return of the property can be ordered in the case of a dead body, and it is equally true that its value in money can neither be ascertained nor ascertained by a jury."

At the Bow-street police-court on Wednesday, Mr. Benjamin Greene Lake, was charged on remand with diverting a sum of £500, which he held as trustee, to his own use; and with converting to his own use, with intent to defraud, two deposit notes for £1,600 and £1,100 respectively, which had been entrusted to his safe custody. Mr. Avory, for the prosecution, said he had now a further charge to bring against the accused for having, as the sole trustee under the will of Mr. St. John Jeffereys, who died in March, 1896, appropriated a sum of about £9,000 in Consols which belonged to that estate, and to which Miss Colthurst was entitled. Among other things the estate consisted of about £12,000 in Consols. A portion was sold out and in July, 1897, there was standing to the credit of the account at Child's Bank, which was kept in the name of the deceased gentleman, about £9,000 or £10,000. On the 30th of October, 1897, the defendant, after informing Miss Colthurst of his intention to reinvest the money in a mortgage, instructed the bank to sell out the Consols, and the proceeds, about £9,000, were placed to the credit of the trust account at the bank. On the 10th of November following the defendant drew £9,000 from that trust account and paid it into the account of his firm. On that date the defendant and his late partner, George Edward Lake, drew a cheque for £16,000, with which they paid off some Kent Coal Field shares. Nothing was invested in the mortgage until the 20th of January of the following year. Then only £8,000 was invested, leaving £1,000 still in the hands of the firm. That was on the assumption that it came out of the £9,000 which had been appropriated; but it did not, in fact, come from that money at all. It would be shown that, in order to supply the £8,000, another trust estate, belonging to a gentleman named Cavendish, who at the time was travelling abroad, was robbed. Mr. Avory added that he also proposed to charge the defendant, under section 76 of the Larceny Act, that he, being entrusted with that £9,000, employed it for the purpose of paying his own debts. The prisoner was remanded on the same bail.

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KIRKWHICH.	Mr. Justice BYRNE.
Monday, Nov. .... 26	Mr. Beal	Mr. Carrington	Mr. Farmer
Tuesday ..... 27	Pugh	Lavie	King
Wednesday ..... 28	Beal	Carrington	Farmer
Thursday ..... 29	Pugh	Lavie	King
Friday ..... 30	Beal	Carrington	Farmer
Saturday, Dec. .... 1	Pugh	Lavie	King

Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, Nov. .... 26	Mr. Godfrey	Mr. Jackson	Mr. Greenwell	Mr. King
Tuesday ..... 27	Leach	Pemberton	Church	Farmer
Wednesday ..... 28	Godfrey	Jackson	Greenwell	Church
Thursday ..... 29	Leach	Pemberton	Church	Greenwell
Friday ..... 30	Godfrey	Jackson	Greenwell	Pemberton
Saturday, Dec. .... 1	Leach	Pemberton	Church	Jackson

## THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

Nov. 27.—Messrs. DERRHAM, TAYSON, FARMER, & BRIDGEWATER, at the Mart at 2:—New Bond-street (at the corner of Grafton-street and near Piccadilly): Business Premises, held from the Corporation of the City of London at a ground-rent of £9 per annum, renewable in perpetuity, and let at £945 per annum. Solicitors, Messrs. Thorowgood, labor, & Hardcastle, London. (See advertisement, Nov. 17, p. 5.)  
 Nov. 28.—Mr. CHAS. P. WHITELEY, at the Mart at 2:—Barnes, St. Ann's (formerly the Lyric Club): Freehold Mansion and five acres of grounds. (See advertisement, Nov. 17, p. 5.)  
 Nov. 30.—Messrs. E. & S. SMITH, at the Mart at 2:—Crouch End: House and Shop, near Broadway; let at £20. Solicitor, G. A. Hall, Esq., London.—Muswell-hill: Eight attractive modern Residences, in main road, near station: total rentals £480 per annum. Solicitor, H. S. Knight Gregson, Esq., London.—Bowes Park, N.: Freehold Ground-rents, £25 4s. Solicitors, Messrs. Whittington, Son, & Barham, London. (See advertisements, this week, p. 4.)

## RESULT OF SALE.

Messrs. H. E. FOSTER & CRAWFORD sold at the Mart, on the 21st inst., a Freehold Ground-rent of £4 0s per annum for £16,500.  
 Messrs. C. C. & Y. MOORE sold at the Mart, on Thursday last, the Leasehold Shop and House, No. 20, St. Mark's-road, Fulham, for £345; two Dwelling-houses in Turner's-road, Bow, at £420 and £430 respectively; a Freehold Shop in the Mile End-road, £1,080; and Leaseholds in Calverley-street, Mile End, £2,010. The result of the day's sale was £4,325.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 16.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

GOLD FIELDS OF SIBERIA SYNDICATE, LIMITED—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Walsted, Broad at House, New Broad st.  
 H. FLETCHER & CO, LIMITED—Creditors are required, on or before Saturday, Dec 1, to send their names and addresses, and the particulars of their debts or claims, to David Thomas Barclay, 12, Stanley rd, Halifax. Wilkinson, solor for liquidator  
 HUMBER CLUB, LIMITED—Creditors are required, on or before Dec 26, to send their names and addresses, and the particulars of their debts or claims, to A. H. Hewitt, 10, Rhye sq, Grimsby  
 LAS PINAS GOLD MINES, LIMITED—Petn for winding up, presented Nov 13, directed to be heard on Nov 28, 1899, at 4, solor for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 27  
 MUTUAL FIRE INSURANCE CORPORATION, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Charles Woodroffe Rogers, Temple bldgs, Albert st, Nottingham  
 SIAM CO, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Edwin Eltham Johnson, 110, Cannon st, Ingle Holmes & Sons, Broad at House, solors for liquidat  
 SIAM EXPLORING CO, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Edwin Eltham Johnson, 110, Cannon st, Ingle Holmes & Sons, Broad at House, solors for liquidator  
 WAHIO HYDRAULIC SLUICING AND WATER-RACE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Harold E. Barham, College hill chambers, Kimbels & Bosman, 79, Lombard st, solors to liquidator

## FRIENDLY SOCIETIES DISSOLVED.

BRITANNIA FRIENDLY SOCIETY, 37, Gildart st, Liverpool. Nov 7  
 BUGBROOK NEW CO-OPERATIVE SOCIETY, LIMITED, 1, High st, Bugbrooke, Northants. Nov 7  
 HOCKLEY HILL TAVERN SICK AND DIVIDEND SOCIETY, 154, Hockley Hill, Birmingham. Nov 7  
 VICTORIA CITY LODGE, U.A.O. DRUIDS, Viaduct Temperance Hotel, Carlisle. Nov 8

London Gazette.—TUESDAY, NOV. 20.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ANGLO-INDIAN AND AMERICAN BANK, LIMITED—Petn for winding up, presented Nov 13, directed to be heard on Nov 23, W. J. & E. H. Tremellen, 33, Abchurch lane, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 27  
 ARTHUR CARRERHEAD & CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Frank Rowley, 34 and 36, Gresham st  
 CHARLES FRANCIS, SON, & CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Flews, 24, Hood lane  
 HAYDOCK & URRY, LIMITED—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of their debts or claims, to Robert McLeod, 83, Old Broad st, Wilkinson & Co, 12, Nicholas lane, solors to liquidator  
 HOYLES PRINTS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 17, to send particulars of their debts or claim to William M. Neild, 61, Portland st, Manchester. Aston & Co, Manchester, solors to liquidators  
 KILGOSTON BREWERY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or



claims to Charles Frederick Finney, Central bldg, 41, North John st, Liverpool. Boydell & Taylor, Chester, solers to liquidator.

MILLER & CO'S MARGARINE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Sidney Adams, 11, Queen Victoria st, Graham, Queen Victoria st, solers to liquidator.

NEW BULFORTH MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Hyam Abrahams and Francis Marshall, 63, Austin friars. Dawes & Sons, Angel st, Throgmorton st, solers for liquidators.

THOMAS GUEST & CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses and the particulars of their debts or claims, to Walter Ryder, Phoenix Iron Works, Poland st, Oldham rd, Manchester. Almond, Manchester, solers to liquidator.

WALSH, ASQUITH, & CO, LIMITED—Petn for winding up, presented Nov 15, directed to be heard on Nov 28. Helliwell & Co, 61, Aldermanbury, solers to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 27.

#### FRIENDLY SOCIETIES DISSOLVED.

CRADLEY HEATH AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED, 196, High st, Cradley Heath, Brierley Hill, Staffs. Nov 12.

DURHAM ORDER OF ANCIENT FREE GARDENERS' FRIENDLY SOCIETY, Castle Hotel, Silver st, Durham. Nov 9.

GRAND LODGE NO. 1, MENTHE UNITY, PHILANTHROPIC INSTITUTION SOCIETY, Globe Tavern, Merthyr Tydfil, Glam. Nov 12.

SHIPBOURNE BENEFIT SOCIETY, New Inn, Shipbourne, Tonbridge, Kent. Nov 12.

#### CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 6.

ANDREW, JOSEPH WILLIAM, Cromford, Derby Dec 2 Lamb & Co, Birkenhead.

BARKER, JOHN THEODORE, 81 James rd, Surrey, Architects Nov 21 Borrowdale, Croydon.

BLUNT, CHARLES HARRIS, Banbury, Oxford Dec 3 Cape & Co, Gt George st, Westminster.

BOLTON, JOHN, Warrington Dec 10 Longland, Warrington.

BOTTOMLEY, SAMUEL, Southport Nov 29 Longbottom & Sons, Hebburn Bridge.

BOWER, RALPH, Wilms low, Chester Dec 11 Welsh & Sons, Manchester.

BUDDELL, SARAH ANNE, 31 Mary Church, Devon Dec 4 Foster, Torquay.

DALRYMPLE, HENRY, Brighton Dec 7 Clarke & Co, Brighton.

DEUTON, JAMES, Weymouth, Bucks Dec 15 Vandermore & Co, Bush in.

DEARDEN, ABRAHAM, Hebburn Bridge, Yorks Dec 1 Sayer & Co, Hebburn Bridge.

FARD, THOMAS, Cavendish rd, St John's Wood, RA Dec 24 Emanuel & Simmonds, Finsbury circus.

GABUTT, HENRY, Sutton Coldfields, War-wick Dec 15 Mogford, Birmingham.

GARDINER, WILLIAM DUNDAS, Bath Dec 3 Amos, Gt Marlborough st.

GARRE, ROBERT, aldworth, Glos, Farmer Nov 23 Blyth & Co, Gresham House, Old Broad st.

GIBBS, VICARY, Bristol, Butcher Dec 12 Wansbrough & Co, Bristol.

HALL, LOUISA ELIZA GILBERT, Bath Dec 8 Simmons & Co, Bath.

HALLIWELL, BARKER, Liverpool, Hotel Proprietor Dec 1 Woosnam, Newtown.

HOPKINS, MARY ANN, Cardiff Dec 6 Thomas, Cardiff.

JONES, HARRY, Iwer, Bucks, Carpenter Jan 2 Last & Goodfird, Windsor.

KILVERT, GEORGE, Manchester Dec 1 Boote & Co, Manchester.

LUCAS, JAMES, Lawton, Chester, Mining Engineer Nov 26 Hollinshead, Tunstall.

MORRIS, WILLIAM, Newtown juxta Birmingham, Metal Dealer Dec 18 O'Connor, Birmingham.

PAGE, ADOLPH, Wimbledon Dec 1 Jamson & Co, College hill.

PECK, WATSON, Gt Crosby, Lancs, Soap Manufacturer Dec 7 Northkirk & Cornett, Liverpool.

PICKERING, WILLIAM, Sheffield, Provision Merchant Dec 15 Branson & Son, Sheffield.

PROFFITT, JAMES HUMPHREY, Aston, Birmingham, Commission Agent Dec 1 Lane & Co, Birmingham.

ROGH, EMMA, Chislehurst, Kent Nov 30 Winter & Co, Bedford row.

ROBERTSON, EDWARD, Chelsea Nov 30 Woosnam & Smith, Chertsey in.

ROSE, ELIZABETH, Upper Hamilton terr, Dec 3 Lee & Co, Birmingham.

ROSE, ANTHONY, ROSALIND ALICIA FRANKLAND, Chequers Court, Buckingham Dec 10.

CHAPMAN & Co, Henrietta st, Cavendish sq.

SAMUEL, Sir SAUL, Bart, KC M G, CB, Kensington Dec 10 Light & Galbraith, Victoria st.

SHEPHERD, Dame PRISCILLA ISABELLA LAURA, Ascot, berks Dec 3 Lawrence & Co, New sq, Lincoln's inn.

SIMPSON JOHN, Barton, nr Preston, Farmer Nov 30 Clarke & Co, Preston.

SINCLAIR, DOUGLAS, Heston, Chester Dec 10 Grierson & Mason, Liverpool.

SPEDDY, STEWART, Southport, Lancs Dec 14 Dawson, Southport.

STEWART, WILLIAM JOHN, Letchworth, Pembroke, Farmer Nov 24 Morgan & Richardson, Cardiff.

TATE, JOHN HENRY, Flaxby, York, Farmer Dec 15 Kirby & Son, Knaresborough.

TAYLOR, JOHN, Byton on Tyne, Durham Dec 25 Brown, Blaydon on Tyne.

TRANDY, JOHN, Leeds, Mantle Maker Dec 8 Lupton & Fawcett, Leeds.

TENNANT, AGNES, Margate, Kent Nov 25 Sankey, Margate.

TENNISON, BERTHA, Kensington Nov 30 Collyer-Bristow & Co, Bedford row.

TOO, HENRY, Eastcheap Nov 30 Bruce & Co, Edinburgh.

WEBB, SUSAN, Clifton on Teme, Worcester Dec 15 Hughes & Co, Budge row.

WEST, MARY ANN THOMP, Stamford hill Dec 1 Dickson & Co, Ailwick.

WHITE, WILLIAM, Edgbaston, Printer Dec 1 Elsinger, Birmingham.

London Gazette.—FRIDAY, NOV. 8.

ALLISON, FANNY VIRTUE, Plumstead Nov 30 Crossman & Co, Theobald's rd.

BARKER, JOSEPH JOHN, Methwold, Norfolk, Auctioneer Dec 8 Mellor, Downham Market.

BARKER, THOMAS BRADBURY, Baddy, Northampton Dec 15 Roche, Daventry.

BEARS, JAMES, Yeovil, Butler Dec 7 Newman & Co, Yeovil.

BETTS, EDWARD WISMAN, Norfolk, Farmer Jan 1 Stevens & Co, Norwich.

BIRBY, WILLIAM HENRY, Aldeburgh, Suffolk Dec 8 Irvine & Borrowman, Hat st, Mark in.

BOND, SUBRANAH, Kings Heath, Worcester Dec 24 Jevons & Co, Birmingham.

BOWELL, CORNELIUS JELLY, Eufeld Dec 10 Dixon & Co, Martin's in.

BULL, ALBERT EDWARD, Peckham Dec 10 Holdsworth & Payne, Od Serjeants' inn.

BUTTERWORTH, BETTY, Bardsley, nr Ashton under Lyde, Lancs Dec 1 Clayton & Son, Ashton under Lyde.

CHADWICK, HANNAH, Rochdale Dec 10 Jackson & Co, Rochdale.

CHERRIE, MARY ANN, Cheltenham Dec 31 Griffiths & Co, Cheltenham.

COLE, JANE, Camford Spiney, Devon Dec 21 Chilcott & Chilcott, Tavistock.

COURTNEY DAVID, Hastings Dec 14 Moran, Hastings.

COY, JAMES, Hastings Dec 14 Moran, Hastings.

CRIBB, CHARLES ALEXANDER ROBERT, Bromley, Kent Dec 7 Frere & Co, Lincoln's inn.

DADSON, MARWOOD, Liverpool, Shipping Agent Dec 25 Shakespeare & Co, Liverpool.

DODDS, RALPH, Forest Hill Dec 10 Carter & Bell, Idyl lane.

DYSON, CLARA MARY, Birkdale, Jan 1 Jackson, Liverpool.

EDMOND, ROBERT WILLIAM, Manor adel, nr Leeds Dec 24 Nelson & Co, Leeds.

EDWARDS, JOHN, Balham Dec 4 Taylor, Lincoln's inn fields.

GRAY, FRANCIS ELIZABETH MARIA, Uxfield, Sussex Dec 24 Eland & Co, Trafalgar sq.

HALLWELL, BARKER, Liverpool, Hotel Proprietor Dec 1 Woosnam, Newtown.

HARRISON, LOUISA EMMA, Lytham Dec 15 Parkinson & Co, Manchester.

HENROT, DANIEL, Newcastle upon Tyne, Provision Merchant Dec 1 Stanford, Newcastle upon Tyne.

HERVEY-BATHURST, Lieut Col Sir FREDERICK THOMAS ARTHUR, Somborne Park, Hants Dec 1 Valsey, Tring.

HICKMOTT, CALER, Bermuda Dec 22 Boulton & Co, Northampton sq.

HITCHINGS, JOSEPH A. VV, Tavistock, Devon Dec 21 Mathews, Tavistock.

HODSON, GEORGE, Manchester, Chartered Accountant Nov 27 Mann & Booke, Manchester.

HORE, CONSTANCE MELVILLE, Gt Crosby, Lancs Dec 18 Monkhouse, Liverpool.

HOWARD, THOMAS, Warrington Nov 30 Steel, Warrington.

HUMPHRIES, JOHN STEVENS, South Shields Dec 8 Hannay, South Shields.

JAY, MARTHA, Fulham Dec 10 Withall & Co, Victoria st.

JEPHSON, Major-General Sir STANHOPE WILLIAM, CB, Southsea Dec 21 Prior, Portsmouth.

LOVE, WILLIAM EDWARD, Gosport, Hants, Builder Dec 29 Way & Son, Portsmouth.

LOVE, WILLIAM LUTTON, Halifax Dec 8 Boccock, Halifax.

MOZLEY, ROBERT, Halifax Dec 23 Storey & Co, Halifax.

OLLERENSHAW, JAMES, Godley, Chester Dec 12 Drinkwater & Co, Hyde.

PAYNE, ANN, Spalding, Lincoln Nov 23 Hall Spalding.

RAWLINSON, JOHN, Carmel, Lancs Nov 30 Tyson, Dalton in Furness.

RICKARDS, FREDERICK STANLEY, Alfreton, Derby Nov 30 Stone & Symonds, Wicks-worth.

ROSE, STEPHEN, Rhyl, Flint Dec 1 Gamlin & Williams, Rhyl.

ROSE, CHARLES ERNEST AUGUSTUS, Collingham gds, Kensington Dec 7 Kerly & Co, Gt Winchester st.

RUDING, EMMA, Tenby, Pembrokes Dec 8 Robert & Co, Tenby.

SACHS, HERMANN, Berlin, Germany, Merchant Dec 7 Behders & Higgs, Mincing in.

SALMON, BENJAMIN, Stoke Ferry, Norfolk, Farmer Dec 8 Mellor, Downham Market.

SMITH, CATHERINE, Grampond, Cornwall Dec 15 Paige & Grylls, Redruth.

STEDFORD, WILLIAM, Liverpool Dec 30 Quiggin & Bros, Liverpool.

SUTTON, LOUISA ANN, Gt Berkhamstead Dec 22 Patersons & Co, Lincoln inn fields.

TILLEY, VICTORIA, Ampton at Gray's inn rd, Dec 8 Harner & Ruddock, Great Yarmouth.

TOLSON, ANNIE, Dewsbury, York Jan 1 Chadwick & Sons, Dewsbury.

WARD, FREDERICK PETERSON St John's Wood Dec 30 Byrne, Surrey at.

WESTHEIM, JOSEPH, Frankfurt, Germany Dec 10 Behders & Higgs, Mincing in.

WILL, LOUIS BERNHARD CHRISTIAN, Queen Victoria st, Merchant Dec 25 White, Norfolk st, Strand.

WOOD, MARY, Mansfield, Notts Dec 7 Alcock, Mansfield.

WOODALL, CHARLES WILLIAM, Scarborough Dec 3 Bodwell, Scarborough.

WYATT, ELLEN, Wargrave on Thames, Berks Dec 7 Jessop, Wargrave.

London Gazette.—TUESDAY, NOV. 13.

ASHCROFT, PETER, Gorbourn, Lancs, Stone Mason Dec 12 Widdows, Leigh.

AUSTIN, WILLIAM HERBERT, South Hackney, Clerk Nov 30 Stones & Co, Finsbury circus.

BANHAM, JOSEPH JOHN, Methwold, Norfolk, Auctioneer Dec 8 Mellor, Downham Market.

BISHOP, HENRY, Baco Nov 30 Reed & Wayman, Downham Market.

BROWN, HANNAH, Nottingham Dec 21 Martin & Pons, Nottingham.

COLE, JANE, Kensington mans Dec 8 Smiles & Litchfield, Gracechurch st.

COOPER, GEORGE MURRAY, Ipswich Dec 10 Josselyn & Sons, Ipswich.

COSTELLO, MARY HOBDAV, Dover Dec 21 Lewis & Fain, Dover.

DRANE, MARY JANE, Didbury, nr Manchester Dec 22 Farrar & Co, Manchester.

DENT, JOSEPH WAKED-Id, Dec 21 Mason & Co, Wakefield.

DYSON, HOWARTH, Nelson, Lancs Dec 14 Steele, Burnley.

FERGUSON, ROBERT, Liverpool Dec 1 Haworth, Manchester.

FRANCIS, MISS CAROLINE PATTON, Folkestone Dec 10 Fishers, Essex st, Strand.

FREE, JOHN, Huchnall Torkard, Nottingham, Licensed Victualler Dec 21 Martin & Sons, Nottingham.

GELL, MISS ELIZABETH, St Leonards on Sea Dec 10 Fishers, Essex st, Strand.

GLYNN, THOMAS, Manchester, Letterpress Printer Dec 23 O'Brien, Manchester.

GODDARD, CHARLES JAMES, Old Ford rd, Silk Dyers Nov 30 Stones & Co, Finsbury circus.

GOODENOUGH, JOSEPH, Pansley, Mon Jan 16 Bythway & Son, Pontpool.

GRAVELY, GEORGE, Wandsworth, Essex Dec 10 Wainwright & Co, Staple inn.

GREEN, GEORGE, Ipswich Dec 10 Josselyn & Sons, Ipswich.

GRIEBEL, JANE, Newton Abbot, Devon, Dairywoman Dec 24 Baker & Co, New in.

HARLEWOOD, THOMAS, Gateshead Dec 31 Dixon, Gateshead.

HAYS, RICHARD BAKER, Basing, Chartered Accountant Dec 13 Foulis & Co, St Andrew st, Holborn circus.

HILL, CHARLES HENRY, Whalley Range, Manchester, Brewer Dec 10 Dixon & Linnell, Manchester.

HILL, JOHN LACRY, Longsight, Manchester Dec 24 Ogden, Manchester.

HILLIER, ARTHUR ENGLAND, Preston Nov 30 Thompson & Oakey, Preston.

HIRE, WILLIAM, Harpendstone West, Pembrokes, Farmer Dec 7 Seale, Portfield Gate, RSO.

JOBSON, WILLIAM WATSON Fish at hill, Coalbroker Jan 1 Corbould-Ellis, Clements in.

KAY, PAUL, Gillingworth, York, Printer Dec 1 Leach & Pickles, Halifax.

KIRKHAM, SAMUEL, Baristonia, nr Stoke, Staffs Dec 1 Hollinshead, Tunstall.

KYSE, JOHN ANTHONY, Dulwich Dec 31 Gash & Co, Finsbury cir.

LITTLE, ROSINA, Chadwick st Dec 3 Aldous & Welford, Coleman st.

MAREY, WILLIAM EDWARD, Sidcup, Kent Dec 8 Olivast, Sidcup.

MACLEAN, WILLIAM LIGHTFOOT Gt Yarmouth Dec 8 Elen & Holt, Gt Yarmouth.

MILSON, RICHARD HENRY, Finchley rd Jan 10 Wood, Finsbury sq.

NAIRNE, ELIZABETH GLEADALL, Southport Dec 15 Parr & Co, Southport.

NEAL, WILLIAM MYRTLANDS rd, Harrow rd Dec 13 Bonny, Chancery in.

NEWSON, WILLIAM JAMES, Dickenson rd, Crouch hill, Cabinet Maker Dec 22 Fowler & Co, Clements in.

NOAKES, BENJAMIN, Highgate Jan 8 Hubbard & Co, Cannon st.

OWEN, ELIZABETH, Fendinas Caerwys, Montgomery Nov 30 Poundley, Newtown.

PARRY, RICHARD WILLIAM, Brixton Dec 25 Hicks & Co, King st, Covent Garden.

PECK, ALICE, Blackburn Dec 30 Lamb & Kyffin-Taylor, Liverpool.

POLLARD, JOHN ARTEST, Colchester, Cab Proprietor Dec 26 Goady & Sons, Colchester.

POTTER, WILLIAM, South Croydon Dec 17 Scott, Chancery in.

READER, ISAAC, Brechnley, Kent Jan 15 St me & Co, Tunbridge Wells.

RHODES, CATHERINE, Woodford, Essex Dec 15 Cates, Wetherby, Yorks.

SALMON, BENJAMIN, Stoke Ferry, Norfolk, Farmer Dec 8 Mellor, Downham Market.

SHAW, MARY ANN, Luthie, nr Fatchley Bridge, York Dec 10 Odell, Fatchley Bridge.

SMITH, HERBERT EDWARD, Liverpool Dec 9 Wright & Co, Liverpool.

STANTON, ROBERT, Leicester Jan 31 J & S Harris, Leicester.

STURMAN, EDWARD, Halesowen, Worcester, Licensed Victualler Nov 27 Cooksey, Old Hill, Staffs.

TROTT, ALICE GEORGINA, Aberdare, G'am Dec 27 C & W Keeshole, Aberdare.

WESTWOOD, EMMA, Bow Dec 10 Wainwright & Co, Staple inn.

WHEATLEY, WILLIAM HENRY, Loughton, Essex, Dentist Dec 10 Wainwright & Co, Staple inn.

WILLIAMSON, JOHN STEWART, Highbury quadrant Dec 24 Pattington & Allen, Manchester.

WOODFORD, ROBERT FREDERICK, Tothill st, Westminster, Provision Dealer Dec 31 Rogers & Co, Victoria st.

ZACHARIAH, ISSACHAS, Brook st, Grosvenor sq Dec 21 Budd & Co, Bedford row.

London Gazette.—FRIDAY, NOV. 16.

ANDREW, JOSEPH, Bourne, Lincoln, Farmer Dec 17 Bell & Co, Bourne.

BACKHOUSE, BATEMAN, Broughton West, Lancs, Woodmonger Dec 5 Clark, Broughton in Furness.

BARNETT, HENRY ROBINSON, Moseley, Worcester, Bank Clerk Dec 31 Pointon, Birmingham.

BEST, WILLIAM RAYNER, Exeter Dec 19 Ford & Co, Exeter.

BLACKSHAW, ROBERT, South Norwood, Surrey, Licensed Victualler Dec 14 Binshell & Co, Victoria st, Westminster.

BOONE, GEORGE NORWICH Dec 17 Goodchild, Norwich.

BOWEN, FANNY ELIZABETH, Great Yarmouth Nov 30 Barton & Son, Great Yarmouth.

CHAPMAN, EDWARD, Hatfield, Essex, Solicitor Dec 25 Richard & Co, Hatfield.

COURTNEY, MARIA, Whitteley, Cambridge Jan 4 Bowker & Weldon, Whitteley.

CRIBB, CHARLES ALEXANDER ROBERT, Bromley, Kent Dec 7 Frere & Co, Lincoln's inn.

Sells

DAVIES, ALFRED BENNETT, Southampton Dec 31 Darnant & Sons, Cowes  
 DAWSON, ELL, Newton Heath, nr Manchester Dec 8 Cobbett & Co, Manchester  
 DEALTRY, WILLIAM, Cambridge sq, Hyde Park, CMG Dec 15 Godden & Co, Old Jewry  
 ENSCOE, JULIA, Dorking, Surrey Dec 15 Newland, Warwick st, Regent st  
 FISHER, LUCY ANNE, Weston super Mare Dec 8 Smith & Sons, Weston super Mare  
 FOX, JOHN WOODHAMS, Tunbridge Wells Dec 18 Kingsford & Co, Essex st, Strand  
 FOXWELL JOHN GOLLEDDGE, Shepton Mallet Dec 15 Nalder, Shepton Mallet  
 GREENAWAY, JAMES, Wandsworth Dec 17 Mossop & Rolfe, Cannon st  
 GRUNDY, ELIZABETH, Sunderland Dec 16 Herbert, Sunderland  
 HASELFOOT, HARRIETT, West End, Southampton Dec 15 Meesdith & Co, New sq, Lincoln's inn  
 HAVILAND, HENRY JAMES, Kensington, MD Jan 1 Black & Moss, Clement's inn, Strand  
 HINT, ROBERT JONAH, Oxford, Farmer Dec 22 Brown, Burford, Oxon  
 HOLBROW, ELIZA, Clarendon sq, St Pancras Dec 3 Burn & Son, Bell yard, Doctor's Commons  
 HOLBROOK, EZEKIEL, Strathfieldsaye, Southampton, Farmer Dec 3 Chandler & Co, Basingstoke  
 HOLBROOK, JOSEPH EDWARD, Bramley, Southampton, Farmer Dec 3 Chandler & Co, Basingstoke  
 JOHNSON, WILLIAM MATTHEW, King's Lynn, Norfolk Nov 30 Partridge & Co, King's Lynn  
 JOHNSTONE, AGNES, Blackburn Dec 31 M & B Harrold, Blackburn  
 KELEY, MARY, Blackpool Nov 30 Road, Blackpool  
 KING, RICHARD, Alton, Southampton, Stationer Jan 1 Potter & Crundwell, Farnham  
 LEE, ELIZABETH, Blackley, Lancs Dec 7 Parker & Ayre, Manchester  
 LONG, ABRAHAM, Manningham, Bradford Dec 14 Freeman, Bradford  
 LYALL, WILLIAM HERALD, Beaufort gdns Dec 31 Wade & Lyall, Bishopsgate st Within  
 MACKENZIE, KENNETH, Leadenhall st, Merchant Dec 24 Croxley & Burn, Moorgate st bldgs  
 McCADDER, ROBERT, Leamington, Coachman Dec 15 Wright & Co, Leamington  
 MILBURN, BENJAMIN, Newham, Northumbria, Farmer Dec 31 Wilkinson & Co, Newcastle on Tyne  
 MILLER, JOHN FREDERICK, Raymond bldgs, Gray's inn, Solicitor Dec 14 Burgess & Taylor, New sq, Lincoln's inn  
 MORLEY, JOHN, Duffield, Derby Dec 22 Briggs, Derby  
 NEWTON, CHARLOTTE BOWLER, Camberwell Dec 31 Elliott & Crawley, Verulam bldgs, Gray's inn  
 NORTH, JOHN THOMAS, Eitham, Kent Dec 15 Budd & Co, Austin Friars  
 PARKHOUSE, HENRY, Kilburn, Physician Dec 17 Sykes, Gt Marlborough st  
 PARKER, JAMES, Worcester Dec 31 Goldingham & Lloyd, Wotton under Edge  
 PENNYFATHER, EDWARD, Welwyn, Herts, Farmer Dec 22 Swarder & Longmore, Hertford

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 9.

## RECEIVING ORDERS.

BAILY, EDWARD, Walworth rd, Dutcher High Court Pet Nov 2 Ord Nov 5  
 BARTON, RICHARD, Kings-on upon Hull, Oil Importer Kingston upon Hull Pet Oct 20 Ord Nov 6  
 BATES, ELIZA, Bristol, Grocer Bristol Pet Nov 5 Ord Nov 6  
 BARTON, GEORGE, Newchurch, Isle of Wight, Dairyman Newport Pet Nov 5 Ord Nov 5  
 BENEKE, GEORGE, Kensington High Court Pet Oct 9 Ord Nov 6  
 BOOTH, WILLIAM, Charlesworth, Derby, Insurance Clerk Ashton under Lyne Pet Nov 6 Ord Nov 6  
 BROWN, JAMES, Wolverhampton, Lock Manufacturer Wolverhampton Pet Nov 6 Ord Nov 6  
 BROWN, JOHN ALFRED, East Ham, Essex, Provision Merchant High Court Pet Nov 7 Ord Nov 7  
 CARNE, ARTHUR JAMES EARLEFIELD, Surrey, House Decorator Wandsworth Pet Nov 6 Ord Nov 6  
 CORLEON, WALTER HENRY, Kingston upon Hull, Ironmonger Kingston upon Hull Pet Nov 7 Ord Nov 7  
 DAVENPORT, WILLIAM, Swansea, Licensed Victualler Swansea Pet Nov 6 Ord Nov 6  
 DAVIES, DAVID, Llanybyther, Carmarthen, Retired Farmer Carmarthen Pet Nov 5 Ord Nov 5  
 DAVIES, HANLEY LLOYD, Ancoats, Manchester Manchester Pet Nov 5 Ord Nov 5  
 DAVIES, HUGH AND MARGARET DAVIES, Penarth, Anglesey, Grocers Bangor Pet Nov 5 Ord Nov 5  
 DICKENS, JOSEPH WILLIAM, Sheffield, Builder Sheffield Pet Nov 6 Ord Nov 6  
 DOBSON, JESSE, Leeds Leeds Pet Nov 3 Ord Nov 3  
 FORSTER, THOMAS WILLIAM, Loughdon, Essex, Builder Edmonton Pet Oct 25 Ord Nov 6  
 GILL, EDWIN KENNET, Plymouth, Plumber Plymouth Pet Nov 6 Ord Nov 6  
 GLOVER, JAMES MAY, Heckmondwike, Boot Rivetter Dewsbury Pet Nov 7 Ord Nov 7  
 HALLETT, MORRIS, Dinas, Glam, Rope Rider Pontypridd Pet Nov 7 Ord Nov 7  
 HARTLEY, SAMUEL, Staincliffe, nr Dewsbury, Tea Agent Dewsbury Pet Nov 7 Ord Nov 7  
 HARWOOD, THOMAS, Kingskerswell, Devon, Nurseryman Exeter Pet Nov 5 Ord Nov 5  
 HOPES, JOHN HENRY, Horncastle, Lincs, Farmer Lincoln Pet Nov 5 Ord Nov 5  
 HUTCHINSON, JOHN, Stockton on Tees, Painter Stockton on Tees Pet Nov 5 Ord Nov 5  
 JERVIS, RICHARD ARTHUR, Broseley, Salop, Innkeeper Madeley Pet Nov 6 Ord Nov 6  
 JOHNSON, HENRY, Gainsborough, Lincs, Baker Lincoln Pet Nov 5 Ord Nov 5  
 JONES RICHARD, Pontypridd, Glam, Coal Miner Pontypridd Pet Nov 5 Ord Nov 5  
 JULIFF, ALFRED, Truro, Grocer Truro Pet Nov 5 Ord Nov 5  
 LASKORSKY, REUBEN HARRIS, Gt Grimsby, Clothier Gt Grimsby Pet Nov 6 Ord Nov 6  
 LUCAS, HENRY, Aberdare, Greengrocer Aberdare Pet Nov 6 Ord Nov 6  
 MCENISHT, ELLER, Newport Newport, Mon Pet Oct 25 Ord Nov 7  
 MAY, WALTER WILLIAM, South Tawton, Devon, Labourer Plymouth Pet Nov 5 Ord Nov 5  
 MAY, PERCY THEODORE, Tufnell Park High Court Pet Nov 5 Ord Nov 5  
 MELSON, C L E, Brixton, Commercial Traveller High Court Pet Aug 3 Ord Nov 7  
 MOODY, THOMAS, Canden Town, Licensed Victualler High Court Pet Oct 19 Ord Nov 7  
 MOSS, ALFRED, Hastings, Gymnastic Instructor Hastings Pet Nov 6 Ord Nov 6

PONSFORD, Rev WILLIAM, Burgess Hill, Sussex Dec 24 Eland & Co, Trafalgar sq  
 RALLI, MINHA JOHN, Gloucester sq, Hyde Park Dec 30 Freshfields, Old Jewry  
 REES, THOMAS, Cowbridge, Glam, Solicitor Dec 9 Gwynn & Gwynn, Cowbridge  
 RESTON, ELLEN MARIA, Maidstone, Dec 22 Day, Maidstone  
 ROTHWELL, MARY, Little Hulton, nr Bolton Jan 15 Berry, Manchester  
 SIMMS, SIMON, New Tredegar, Glam Dec 15 Dauncey, Tredegar  
 SIMS, HANNAH SUSANNA, Tŷr Phil, Glam Dec 15 Dauncey, Tredegar  
 SMART, MATILDA, Clifton, Bristol Dec 21 Benson & Co, Bristol  
 STONE, ALFRED EVANS, Fishponds, Bristol Dec 31 Burgess & Sloan Bristol  
 TAYLOR, ELIZABETH, Stalybridge, Chester, Tobacconist Dec 17 Taylor, Ashton under Lyne  
 TAYLOR, WILLIAM, Brighton, Farmer Dec 31 Board, King  
 THEOBALD, HENRY, Chatham, Tobacco Manufacturer Dec 18 Mann, Chatham  
 THOMPSON, MATTHEW RICHARD, Herne Bay, Kent Nov 30 Jones, Herne Bay  
 WALLACE, MARY, Hampstead Jan 1 Comins, Gt Portland at  
 WAYLETT, MARY ANN TURNER ROWELL HAYCRAFT, Westbourne Park rd Dec 20 Ward & Co, Gracechurch st  
 WATTS, GEORGE, West Cowes, Decorator Dec 24 Bailey, jun, Newport, I of W  
 WESLEY, AMOS, Denton, Lancs, Hat Manufacturer Dec 18 Richards & Hunt, Denton  
 WHITE, MARIA, Courtfield, nr Ross, Hereford Dec 25 Powles & Vizard, Minmouth  
 WRIGHT, CHARLES, Manchester Dec 1 Cobbett & Co, Manchester

WHY PAY RENT?—A Mortgage Policy is offered by the SCOTTISH TEMPERANCE LIFE OFFICE over approved House Property, repayable by half yearly instalments, which may be less than the rent. A great feature is that in event of death, the house becomes entirely free for the family. Mortgage expenses borne by the Company. Full prospectuses, etc., at London Office, 96, Queen-street, Cheapside.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London.—[ADVT.]

NOTLEY, CHARLES HOLMES, Salisbury, Wilts, Schoolmaster Salisbury Pet Nov 5 Ord Nov 5  
 ORFORD, WALTER WILLIAM, Bradford, Joiner Bradford Pet Nov 6 Ord Nov 6  
 OTWAY, JOHN, Kendal, Fruiterer Kendal Pet Nov 6 Ord Nov 6  
 PALMER, HENRY WILLIAM, Hammersmith, Stonemason High Court Pet Nov 6 Ord Nov 6  
 SANDERS, WALTER HENRY, Boxhill on Sea, Builder Hastings Pet Oct 25 Ord Nov 5  
 SHARPE, GEORGE, Nottingham, Baker Nottingham Ord Nov 6 Pet Nov 6  
 SPECT, JOHN, Stockport, Cabinet Maker Stockport Pet Nov 6 Ord Nov 6  
 THOMPSON, LEWIS ALFRED, Gray's inn rd, Corn Dealer High Court Pet Nov 6 Ord Nov 6  
 TURNBULL, ROBERT, Stockton on Tees, Forgemaster Stockton on Tees Pet Nov 6 Ord Nov 6  
 WESTOBY, JAMES, Skirraugh in Holderness, York, Butcher Kingston upon Hull Pet Nov 6 Ord Nov 6  
 Amended notice substituted for that published in the London Gazette of Nov 2:  
 WALLER, LUKE, and HENRY HAIGH, Batley, York, Rag Merchants Dewsbury Pet Oct 30 Ord Oct 30

## FIRST MEETINGS.

ATKINS, HERBERT, Bray, Berks, Licensed Victualler Nov 16 at 3 Bell Hotel, Maidenhead  
 BAILY, EDWARD, Walworth rd, Butcher Nov 16 at 2.30 Bankruptcy bldgs, Carey st  
 BISHOP, JOHN, Maidenhead, Carman Nov 17 at 2 Townhall, Windsor  
 CANNON, JOHN, Sheffield, Tailor Nov 19 at 12 Off Rec, Figgies ln, Sheffield  
 DAVIES, HANLEY LLOYD, Ancoats, Manchester Nov 16 at 3.30 Off Rec, Byrom st, Manchester  
 DOUGHTY, DAVID WILLIAM, Brompton rd, Fruiterer Nov 16 at 11 Bankruptcy bldgs, Carey st  
 DUNE, LOUISA, Cardiff Nov 16 at 12 117, St Mary st, Cardiff  
 GARDENER, ALBERT LEOPOLD, and GEORGE EMINGTON GATES, Wimbledon, Builders Nov 16 at 11.30 24, Railway app, London Bridge  
 HILLIARD, WILLIAM BISHOP, Leicester sq, Dancer Nov 16 at 12 Bankruptcy bldgs, Carey st  
 JAMES, W F Newquay, Cornwall, Builder Nov 19 at 2 Off Rec, Boscawen st, Truro  
 JULIFF, ALFRED, Truro, Grocer Nov 19 at 12.30 Off Rec, Boscawen st, Truro  
 KING, GEORGE HENRY, Gt Grimsby, Plumber Nov 16 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 KNAPMAN, WILLIAM, Cardiff, Boot Dealer Nov 19 at 12 117, St Mary st, Cardiff  
 LEAN, SAMSON PAUL, Truro, Gardener Nov 19 at 12 Off Rec, Boscawen st, Truro  
 LUMBER, H HARTNELL, Manor Park, Essex Nov 16 at 2.30 Bankruptcy bldgs, Carey st  
 MARKET, WILLIAM THOMAS, and WILLIAM ARNOLD, St Leonards on Sea, Drapers Nov 16 at 2.30 Off Rec, 24, Railway app, London Bridge  
 MITCHELL, WILLIAM MATTHEWS, Bridport, Dorset Nov 16 at 12.30 Off Rec, Redless st, Salisbury  
 SANDERS, ELL HAINSWORTH, Manchester, Innkeeper Nov 16 at 8 Off Rec, Byrom st, Manchester  
 RICHARDSON, RICHARD WILLIAM, Rotherham, Yorks Nov 16 at 12.30 Off Rec, Figgies ln, Sheffield  
 SMITH, SAMUEL, Canton, Cardiff, Insurance Agent Nov 21 at 11 117, St Mary st, Cardiff  
 TAIT, JOHN, Hulme, Manchester, Tailor Nov 20 at 3 Off Rec, Byrom st, Manchester  
 TAYLOR, GEORGE COTTON, Leicester, Baker Nov 16 at 12.30 Off Rec, 1, Berridge st, Leicester  
 WALL, V, East Ham, Essex, Builder Nov 19 at 12 Bankruptcy bldgs, Carey st  
 WELLS, ALFRED, Nottingham, Lamplighter Nov 16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WOOD, JOHN, Leicester, Bamboo Furniture Manufacturer Nov 16 at 3 Off Rec, 1, Berridge st, Leicester  
 WORDSWORTH, JOSEPH, Kingston upon Hull, Lighterman Nov 16 at 11 Off Rec, Trinity House ln, Hull

## ADJUDICATIONS.

BARTON, GEORGE, Newchurch, I of W, Dairyman Newport Pet Nov 5 Ord Nov 5  
 BARTON, RICHARD, Kingston upon Hull, Oil Importer Kingston upon Hull Pet Oct 20 Ord Nov 7  
 BATES, ELIZA, Easton, Bristol, Grocer Bristol Pet Nov 5 Ord Nov 5  
 BOOTH, WILLIAM, Charlesworth, Derby, Insurance Clerk Ashton under Lyne Pet Nov 6 Ord Nov 6  
 BROWN, JAMES, Wolverhampton, Lock Manufacturer Wolverhampton Pet Nov 6 Ord Nov 6  
 CARNE, ARTHUR JAMES EARLEFIELD, Surrey, House Decorator Wandsworth Pet Nov 6 Ord Nov 6  
 CHILD, A J, Maidenhead, Architect Windsor Pet Aug 30 Ord Nov 3  
 CORLEON, WALTER HENRY, Kingston upon Hull, Ironmonger Kingston upon Hull Pet Nov 7 Ord Nov 7  
 CUTLER, CHRISTOPHER, Sparkhill, Worcester, Builder Birmingham Pet Oct 10 Ord Nov 5  
 DAVENPORT, WILLIAM, Swansea, Licensed Victualler Swansea Pet Nov 6 Ord Nov 6  
 DAVIES, DAVID, Llanybyther, Carmarthen Carmarthen Pet Nov 5 Ord Nov 5  
 DAVIES, HANLEY LLOYD, Ancoats, Manchester Manchester Pet Nov 5 Ord Nov 5  
 DAVIES, HUGH AND MARGARET DAVIES, Penarth, Anglesey, Grocers Bangor Pet Nov 5 Ord Nov 5  
 DICKENS, JOSEPH WILLIAM, Sheffield, Builder Sheffield Pet Nov 6 Ord Nov 6  
 DOBSON, JESSE, Leeds, Jeweller Leeds Pet Nov 3 Ord Nov 3  
 FRANCIS, JAMES, Northampton, Clerk Northampton Pet June 20 Ord Nov 6  
 FRASER, JOHN, Chancery ln, Company Promoter High Court Feb 20 Ord Nov 5  
 FURBER, GEORGE, St Dunstan's hill, Wine Merchant High Court Pet Aug 18 Ord Nov 5  
 GARDENER, ALBERT LEOPOLD, and GEORGE EMINGTON GATES, Wimbledon, Builders Kingston, Surrey Pet Oct 9 Ord Nov 5  
 GILL, EDWIN KENNET, Plymouth, Plumber Plymouth Pet Nov 6 Ord Nov 6  
 GLOVER, JAMES MAY, Heckmondwike, Boot Rivetter Dewsbury Pet Nov 7 Ord Nov 7  
 GOTHARD, HENRY WALTER, Bootle, Liverpool, Builder Liverpool Pet Sept 23 Ord Nov 5  
 HALLETT, MORRIS, Dinas, Glam, Rope Rider Pontypridd Pet Nov 7 Ord Nov 7  
 HARDWICK, THOMAS WILLIAM, Luton, Bedford, Straw Hat Manufacturer Luton Pet Oct 30 Ord Nov 5  
 HARTLEY, SAMUEL, Staincliffe, nr Dewsbury, Tea Agent Dewsbury Pet Nov 7 Ord Nov 7  
 HARTLEY, RICHARD, Hutton garden, Engineer High Court Pet Aug 20 Ord Nov 3  
 HARWOOD, THOMAS, Kingskerswell, Devon, Nurseryman Exeter Pet Nov 5 Ord Nov 5  
 HILLIARD, WILLIAM BISHOP, Curator st, Chancery ln, Dancer High Court Pet Sept 3 Ord Nov 6  
 HOPES, JOHN HENRY, Horncastle, Lincs, Farmer Lincoln Pet Nov 5 Ord Nov 5  
 HUTCHINSON, JOHN, Stockton on Tees, Painter Stockton on Tees Pet Nov 5 Ord Nov 5  
 JAMES, W F Newquay, Cornwall, Builder Truro Pet Oct 24 Ord Nov 5  
 JERVIS, RICHARD ARTHUR, Broseley, Salop, Innkeeper Madeley Pet Nov 6 Ord Nov 6  
 JOHNSON, HENRY, Gainsborough, Baker Lincoln Pet Nov 5 Ord Nov 5  
 JONES, RICHARD, Pontypridd, Glam, Coal Miner Pontypridd Pet Nov 5 Ord Nov 5  
 JULIFF, ALFRED, Truro, Grocer Truro Pet Nov 5 Ord Nov 5



LARKOKY, REUBEN HARRIS, Gt Grimsby, Clothier Gt Grimsby Pet Nov 6 Ord Nov 6  
 LOCKYER, HORACE HENRY, Shepherd's Bush, Furniture Dealer High Court Pet Oct 24 Ord Nov 5  
 LUCAS, HENRY, Aberdare, Greengrocer Aberdare Pet Nov 6 Ord Nov 6  
 MAY, PERCY THEODORE, Tufnell Park High Court Pet Nov 6 Ord Nov 5  
 MAY, WALTER WILLIAM, South Tawton, Devons, Labourer Plymouth Pet Nov 5 Ord Nov 5  
 NOTLEY, CHARLES HOLMES, Salisbury, Wilts, Schoolmaster Salisbury Pet Nov 5 Ord Nov 5  
 ORFORD, WALTER WILLIAM, Bradford, Joiner Bradford Pet Nov 6 Ord Nov 6  
 OTWAY, JOHN, Kendal, Fruiterer Kendal Pet Nov 6 Ord Nov 6  
 PALMER, HENRY WILLIAM, Hammer-smith, Stonemason High Court Pet Nov 6 Ord Nov 6  
 PHILLIPS, J W, Birmingham, Solicitor Birmingham Pet Oct 20 Ord Nov 5  
 RILEY, TIMOTHY, Clayton, nr Bradford, Innkeeper Bradford Pet Oct 11 Ord Nov 7  
 ROBINSON, HERBERT, Clayton, nr Bradford Bradford Pet Oct 11 Ord Nov 7  
 SANDERS, WALTER HENRY, Boxhill on Sea, Builder Hastings Pet Oct 25 Ord Nov 7  
 SHARP, GEORGE, Nottingham, Baker Nottingham Pet Nov 6 Ord Nov 6  
 SHEPHERD, A V, Raynes Park, Surrey Kingston, Surrey Pet Oct 18 Ord Nov 7  
 SREET, JOHN, Liverpool, Cabinet Maker Stockport Pet Nov 6 Ord Nov 6  
 STANTON-JONES, BASIL, St Martin's In, Theatrical Manager High Court Pet Sept 14 Ord Nov 1  
 TURNBULL, ROBERT, Stockton on Tees, Forgemaster Stockton on Tees Pet Nov 6 Ord Nov 6  
 WATSON, JOHN THOMAS, Queen's rd, Nottingham Hill, Boot Dealer High Court Pet Oct 19 Ord Nov 6  
 WESTON, JAMES, Skirlaugh in Holderness, York, Butcher Kingston upon Hull Pet Nov 6 Ord Nov 6  
 Amended notice substituted for that published in the London Gazette of Nov 2:  
 WALKER, LUKE, and HENRY HAIGH, Batley, York, Rag Merchants Dewsbury Pet Oct 30 Ord Oct 30  
 ADJUDICATION ANNULLED.  
 KIRBY, ALICE JANE, Hammer-smith rd, Fancy Draper High Court Adjud Jan 18, 1890 Annual Oct 30, 1900  
 London Gazette, -TUESDAY, Nov. 13  
 RECEIVING ORDERS.  
 ALLKINS, WILLIAM RICE, Leeds, Innkeeper Leeds Pet Nov 9 Ord Nov 7  
 BARDSLEY, SEMELIUS, Glodwick, Oldham Oldham Pet Nov 9 Ord Nov 9  
 BLACKBURN, MABEL, Waterloo, Lancaster, Hotel Proprietress Liverpool Pet Oct 24 Ord Nov 9  
 BLAKE, JOSEPH, Baglan, Mon, Innkeeper Newport, Mon Pet Nov 9 Ord Nov 9  
 BOTT, GEORGE EDWARD, Leominster, Newsagent Leominster Pet Nov 10 Ord Nov 10  
 BRANWELL, EDWARD JAMES, Dover, Writing Clerk Canterbury Pet Nov 9 Ord Nov 9  
 CHAPMAN, THOMAS, Sevington, Kent, Farmer Canterbury Pet Nov 9 Ord Nov 9  
 CLARKE, ISAAC, Cardiff, Egg Merchant Cardiff Pet Nov 9 Ord Nov 9  
 DAVIS, GEORGE, Preston, Printer Preston Pet Nov 9 Ord Nov 9  
 DAVE, JOHN CHARLES, THOMAS WILLIAM DAVIS, and FREDERICK GEORGE DAVIS, Aston, nr Birmingham, Ironmongers Birmingham Pet Nov 8 Ord Nov 8  
 EVANS, WILLIAM, Chiswick, Tailor High Court Pet July 25 Ord Nov 8  
 FARROW, ARTHUR FREDERICK, St Leonard's on Sea, Traveller Hastings Pet Sept 13 Ord Nov 10  
 FORD, ROBERT THOMAS, Egremont, Cheshire, Photographer Eirkesham Pet Oct 27 Ord Nov 9  
 GREEN, TOM, Huddersfield, Carrier Huddersfield Pet Nov 8 Ord Nov 8  
 HADDOX, JAMES, Carlisle, Tobacconist Carlisle Pet Nov 9 Ord Nov 9  
 HEGGS, JOHN, Halifax, Canvaser Huddersfield Pet Nov 3 Ord Nov 3  
 HOLDWAY, WILLIAM HENRY, Reading, Furniture Manufacturer Reading Pet Nov 9 Ord Nov 9  
 HUDSON, JOHN, Manto, Kent, Florist Canterbury Pet Oct 25 Ord Nov 8  
 JACOBS, HENRY, Fimble, High Court Pet Oct 11 Ord Nov 9  
 KEDWELL, JAMES, Hanham, Glos, Coachbuilder Bristol Pet Nov 9 Ord Nov 9  
 KENDALL, THOMAS, Farfield House, nr Addingham, Yorks, Farmer Bradford Pet Nov 7 Ord Nov 7  
 LAMBLOUGH, FREDERICK, Hambledon, Bucks, Consulting Chemist High Court Pet Nov 8 Ord Nov 8  
 LEWIS, JOHN WALTER, Tonypandy, Glam, Grocer Pontypidd Pet Oct 27 Ord Nov 8  
 LICKERS, JOHN GEORGE, Middlesbrough, Upholsterer Middlesbrough Pet Nov 7 Ord Nov 7  
 LISTER, JOHN, Kilton, York, Blacksmith Stockton on Tees Pet Nov 7 Ord Nov 7  
 MORRIS, HUGH, Ebensee, Carnarvon, Grocer Bangor Pet Oct 20 Ord Nov 9  
 NEVILLE, HENRY HERBERT, East Bergholt, Suffolk, Coach-builder Ipswich Pet Nov 8 Ord Nov 8  
 PATTERSON, JOHN, Scarborough, Boarding house Keeper Scarborough Pet Oct 30 Ord Nov 9  
 PFEIFFER, MAX, York, Baker York Pet Nov 9 Ord Nov 9  
 ROSE, ARTHUR WALTER, Newcastle on Tyne, Cycle Dealer Newcastle on Tyne Pet Nov 7 Ord Nov 7  
 RUTHERFORD, JOHN, Kingston upon Hull, Warehouseman Kingston upon Hull Pet Nov 9 Ord Nov 9  
 SWIFT, JOHN OAKLEY, Liverpool, Solicitor High Court Pet July 20 Ord Nov 8  
 SCOTT, WILLIAM, Jun., Southbourne, Hants, Nurseryman Poole Pet Nov 8 Ord Nov 8  
 SHEDLOCK, JAMES JOHN, Walbrook, Engineer High Court Pet June 8 Ord Nov 8  
 SLANEY, WILLIAM, Tunstall, Staffs, Draper Hanley Pet Nov 8 Ord Nov 8

TAYLOR, GEORGE ROWLAND, Chorlton cum Hardy, nr Manchester Balford Pet Oct 18 Ord Nov 8  
 THATCHER, GEORGE, and ELKANOR LOUISE SOMERSET, Brighton, Artist Photographers Brighton Pet Nov 9 Ord Nov 9  
 TOITZ, SAMUEL, Penge, Surrey, Furniture Dealer High Court Pet Nov 9 Ord Nov 9  
 TOPPS, JOHN DEAN, Outwell, Cambridge, Poultry Dealer King's Lynn Pet Nov 9 Ord Nov 9  
 UNDERWOOD, ELIZABETH, Stafford, Grocer Stafford Pet Nov 7 Ord Nov 7  
 WHITEHEAD, JOSEPH BALDWIN, Otley, York, Provision Merchant Leeds Pet Nov 7 Ord Nov 7  
 WILSON, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Nov 10 Ord Nov 10  
 WOOLLEN, JAMES, Clapham rd, Advertisement Agent High Court Pet Nov 8 Pet Nov 9  
 Amended notice substituted for that published in the London Gazette of Oct 23:  
 CAUDELL, CECIL JAMES, and ALFRED RUSSELL HALL, Isleworth, Builders Brentford Pet Sept 15 Ord Oct 19  
 RECEIVING ORDERS RESCINDED  
 MURDOCH, ALEXANDER, Lendall st, Agent High Court Rec Ord April 20, 1890 Rec Nov 8, 1900  
 TODHUNTER, W G, Hamilton House, Highbury High Court Rec Ord Nov 9, 1899 Rec July 17, 1900

## FIRST MEETINGS.

ALLKINS, WILLIAM RICE, Leeds, Innkeeper Nov 21 at 11 Off Rec 24, Park row, Leeds  
 AYLSWORTH, HENRY PHOEB, Manchester, Optician Nov 28 at 2.30 Off Rec, Byrom st, Manchester  
 BARBER, FREDERICK TAYLOR, Lincoln, Hairdresser Nov 29 at 11.30 Off Rec, 31, Silver st, Lincoln  
 BARRETT, SARAH BENICE, Chester, Mon, Licensed Victualler Nov 21 at 12 Off Rec, Westgate chmbrs, Newport, Mon  
 BARTON, GEORGE, Newchurch, I of W, Dairyman Nov 21 at 11 Off Rec, 19, Quay st, Newport, I of W  
 BENKE, GEORGE, Kensington Nov 22 at 12 Bankruptcy chmbrs, Carey st  
 BOLTON, JOHN SIDNEY, Darlington, Cycle Agent Nov 20 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 BOOTH, WILLIAM, Charlesworth st, Derby, Insurance Clerk Nov 21 at 2.30 Off Rec, Byrom st, Manchester  
 BROWN, JAMES, Wolverhampton, Lock Manufacturer Nov 21 at 10 Off Rec, Walsley chmbrs, Walsley  
 BROWN, JOHN ALFRED, East Ham, Essex, Provision Merchant Nov 23 at 11 Bankruptcy bldgs, Carey st  
 CARNE, ARTHUR JAMES, Earlsfield, Surrey, House Decorator Nov 21 at 11.30 24, Railway app, London Bridge  
 CAUDELL, CECIL JAMES, and ALFRED RUSSELL HALL, Isleworth, Builders Nov 21 at 12 Off Rec, 96, Temple chmbrs, Temple av  
 CLARKE, ISAAC, Cardiff, Egg Merchant Nv 23 at 11 117, St Mary st, Cardiff  
 CLARKE, WALTER WILLIAM, Dover, Furniture Remover Nov 23 at 9.30 Off Rec, 63, Castle st, Canterbury  
 CORRY, WALTER HENRY, Kingston upon Hull, Ironmonger Nov 20 at 11.30 Off Rec, Trinity House ln, Hull  
 DORSON, JESSE, Leeds Nov 21 at 12 Off Rec, 22, Park row, Leeds  
 DOOK, HENRY RICHARD, Nottingham, Farmer Nov 21 at 12 Off Rec, Figue in, Sheffield  
 EBBETT, SAMUEL, Widdowfield, Steel Trap Maker Nov 21 at 10.30 Off Rec, Wolverhampton  
 FOSTER, GEORGE, Moorlands, Lancs, Fruit Salesman Nov 20 at 2.30 Off Rec, 14, Chapel st, Preston  
 GLOVER, JAMES MAT, Heckmondwike, Yorks, Boot Rivetter Nov 22 at 12 Off Rec, Bank chmbrs, Batley  
 GURNEY, HAROLD MANBY, Farrington av Nov 21 at 12 Bankruptcy bldgs, Carey st  
 HARDWICK, THOMAS WILLIAM, Luton, Bedford, Straw Hat Manufacturer Nov 22 at 11.30 Off Rec, Bridge st, Northampton  
 HARTLEY, SAMUEL, Staincliffe, Dewsbury, Tea Agent Nov 22 at 11 Off Rec, Bank chmbrs, Batley  
 HARWOOD, THOMAS, Kingskerswell, Devon, Nurseryman Nov 22 at 10.45 Off Rec, 13, Bedford cres, Exeter  
 HOSKINS, ARTHUR VIVIAN, Darlington, Jeweller Nov 20 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 HOPPS, JOHN HENRY, Horncastle, Lincs, Farmer Nov 29 at 12 Off Rec, 31, Silver st, Lincoln  
 HOWELL, LEIGH, Bagillt, Flint, Engineer Nov 21 at 2.30 Crypt chmbrs, Eastgate row, Chester  
 HUDSON, JOHN, Margate, Florist Nov 22 at 9 Off Rec, 68, Castle st, Canterbury  
 HUTCHINSON, JOHN, Stockton on Tees, Painter Nov 23 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 INGLE, JOHN, Kensington gate Nov 21 at 11 Bankruptcy bldgs, Carey st  
 JENNER, W H, Leytonstone, Builder Nov 20 at 2.30 Bankruptcy bldgs, Carey st  
 JERVIS, RICHARD ARTHUR, Broseley, Salop, Innkeeper Nov 21 at 11.30 Off Rec, 42, St John's hill, Shrewsbury  
 JOHNSON, HENRY, Gainsborough, Baker Nov 29 at 12.30 Off Rec, 31, Silver st, Lincoln  
 KENDALL, THOMAS, Addingham, Yorks, Farmer Nov 22 at 11 Off Rec, 31, Manor row, Bradford  
 KING, JOSEPH, Britford, Glam, Grocer Nov 20 at 3 185, High st, Mersey Tyne  
 LEWIS, WILLIAM EDWARD, Southill, nr Dewsbury, Yorks Nov 20 at 3 74, Newborough, Scarborough  
 LISTER, JOHN, Kilton, York Nov 23 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 MAY, PERCY THEODORE, Tufnell Park Nov 20 at 11 Bankruptcy bldgs, Carey st  
 MOSS, ALFRED, Hastings, Gymnastic Instructor Nov 27 at 3 County Court Office, 24, Cambridge rd, Hastings  
 NEVILLE, HENRY HERBERT, East Bergholt, Suffolk, Coach-builder Nov 21 at 11 Off Rec, 39, Princes st, Ipswich  
 ORFORD, WALTER WILLIAM, Westgate, Bradford, Joiner Nov 20 at 11 Off Rec, 31, Manor row, Bradford  
 PALMER, HENRY WILLIAM, Hammer-smith, Stonemason Nov 23 at 11 Bankruptcy bldgs, Carey st  
 PALMER, WILLIAM, Kettering, Cabinet Maker Nov 21 at 11.30 Off Rec, Bridge st, Northampton  
 PFEIFFER, MAX, York, Baker Nov 23 at 12.15 Off Rec, 28, Stonegate, York

RICHMOND, GEORGE WILLIAM, Sheffield, Plumber Nov 20 at 12.30 Off Rec, Figue in, Sheffield  
 ROBINSON, THOMAS JONES, West Bridgford, Notts Nov 20 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 ROGERS, SAMUEL, Penton, Glam, Boot Dealer Nov 21 at 12 138, High st, Mersey Tyne  
 SCORAH, HENRY, Sheffield, Boot Maker Nov 20 at 1 Off Rec, Figue in, Sheffield  
 SHEPHERD, A V, Raynes Park, Surrey Nov 21 at 12.30 24, Railway app, London Bridge  
 SPRING, P, Ironmonger ln, Solicitor's Clerk Nov 21 at 12 Bankruptcy bldgs, Carey st  
 STANDISH, FREDERICK RICHARD, Otmakirk, Lancs, Traveller Nov 21 at 10.30 Off Rec, 35, Victoria st, Liverpool  
 SYLVESTER, JOHN, Batty, Glam, Master Painter Nov 21 at 11.30 117, St Mary st, Cardiff  
 TAYLOR, FRANCES ELIZABETH, Bridlington Nov 20 at 2 74, Newborough, Scarborough  
 THOMPSON, LEWIS ALFRED, Gray's inn rd, Corn Dealer Nov 23 at 12 Bankruptcy bldgs, Carey st  
 TURNBULL, ROBERT, Stockton on Tees, Forgemaster Nov 23 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 UPTON, WILLIAM, sen, Clapham, Bedford, Market Gardener Nov 20 at 10.30 C B Halliway, Solicitor, Mill st, Bedford  
 UPTON, WILLIAM, Westgate on Sea, Grocer Nov 22 at 12 Off Rec, 65, Castle st, Canterbury  
 VAUGHAN, WILLOUGHBY JOSHUA, Lavender hill Nov 20 at 11.30 24, Railway app, London Bridge  
 WESTON, JAMES, Skirlaugh in Holderness, Butcher Nov 20 at 11 Off Rec, Trinity House ln, Hull  
 WHITTLE, JOSIAH, Warrington, Painter Nov 21 at 3 Off Rec, Byrom st, Manchester  
 WILLIAMS, EVAN, and DAVID ELLIS DAVIES, Llandudno Junction, Builders Nov 20 at 3 Crypt chmbrs, Eastgate row, Chester  
 WOOLLEN, JAMES, Clapham rd, Advertisement Agent Nov 21 at 11 Bankruptcy bldgs, Carey st  
 WRIGHT, SAMUEL SEPPINGS, King's Lynn, Norfolk, Hatter Nov 23 at 3 Off Rec, 8, King st, Norwich

## ADJUDICATIONS.

BARDSLEY, SEMELIUS, Glodwick, Oldham Oldham Pet Nov 9 Ord Nov 9  
 BLAKE, JOSEPH, Baglan, Mon, Innkeeper Newport, Mon Pet Nov 9 Ord Nov 9  
 BOTT, GEORGE EDWARD, Leominster, Newsagent Leominster Pet Nov 10 Ord Nov 10  
 BRANWELL, EDWARD JAMES, Dover, Clerk Canterbury Pet Nov 9 Ord Nov 9  
 CHAPMAN, THOMAS, Sevington, Kent, Farmer Canterbury Pet Nov 9 Ord Nov 9  
 CLARKE, ISAAC, Cardiff, Egg Merchant Cardiff Pet Nov 9 Ord Nov 9  
 DAVIS, GEORGE, Preston, Printer Preston Pet Nov 9 Ord Nov 9  
 FISCHICK, THOMAS, Bradford, Baker Bradford Pet Oct 25 Ord Nov 8  
 FOSTER, THOMAS WILLIAM, Loughton, Essex, Builder Edmonstone Pet Oct 25 Ord Nov 9  
 GREEN, TOM, Huddersfield, Carrier Huddersfield Pet Nov 8 Ord Nov 8  
 GREENWOOD, JAMES HENRY, Nelson, Lancs, Hosier Burnley Pet Oct 23 Ord Nov 8  
 GURNEY, HAROLD MANBY, Farrington av High Court Pet Oct 2 Ord Nov 9  
 GUTHRIE, ROBERT GRAHAM, Fulham, Theatrical Manager High Court Pet Oct 28 Ord Nov 8  
 HADDOX, JAMES, Carlisle, Tobacconist Carlisle Pet Nov 9 Ord Nov 9  
 HEGGS, JOHN, Halifax, Canvaser Huddersfield Pet Nov 3 Ord Nov 3  
 HOLDWAY, WILLIAM HENRY, Reading, Furniture Manufacturer Reading Pet Nov 9 Ord Nov 9  
 HOBLER, ABEL, Knowle, Bristol, Builder Bristol Pet Oct 30 Ord Nov 8  
 JENNER, WILLIAM HENRY, Leybournstone, Builder High Court Pet Oct 15 Ord Nov 8  
 KENDALL, THOMAS, Farfield House nr Addingham, Yorks, Farmer Bradford Pet Nov 7 Ord Nov 7  
 LEWIS, JOHN WALTER, Abercromby, Glam, Grocer Pontypidd Pet Oct 27 Ord Nov 10  
 LICKERS, JOHN GEORGE, Middlesbrough, Upholsterer Middlesbrough Pet Nov 7 Ord Nov 7  
 LISTER, JAMES, HARTLEY, Manor Park, Essex High Court Pet Oct 2 Ord Nov 8  
 LISTER, JOHN, Kilton, York, Blacksmith Stockton on Tees Pet Nov 7 Ord Nov 7  
 MCENIRY, ELLER, Newport, Newport, Mon Pet Oct 25 Ord Nov 9  
 MOSS, ALFRED, Hastings, Gymnastic Instructor Hastings Pet Nov 6 Ord Nov 9  
 MURRAY, MARY SOMERVILLE, Bedford sq High Court Pet June 29 Ord Nov 6  
 NEVILLE, HENRY HERBERT, East Bergholt, Suffolk, Coach-builder Ipswich Pet Nov 8 Ord Nov 8  
 PFEIFFER, MAX, York, Baker York Pet Nov 9 Ord Nov 9  
 PULBROOK, ANTHONY, Queen's Club gdns High Court Pet Sept 19 Ord Nov 6  
 RUSHTON, HERBERT HENRY, Basinghall st, Mortgage Broker High Court Feb May 9 Ord Nov 8  
 RUTHERFORD, JOHN, Kingston upon Hull, Warehouseman Kingston upon Hull Pet Nov 9 Ord Nov 9  
 SLANEY, WILLIAM, Tunstall, Draper Hanley Pet Nov 8 Ord Nov 8  
 TOITZ, SAMUEL, Penge, Surrey, Furniture Dealer High Court Pet Nov 9 Ord Nov 9  
 TOPPS, JOHN DEAN, Outwell, Cambridge, Poultry Dealer King's Lynn Pet Nov 9 Ord Nov 9  
 UNDERWOOD, ELIZABETH, Stafford, Grocer Stafford Pet Nov 7 Ord Nov 7  
 WHITEHEAD, JOSEPH BALDWIN, Otley, Provision Merchant Leeds Pet Nov 7 Ord Nov 7  
 WILLIAMS, EVAN, and DAVID ELLIS DAVIES, Llandudno Junction, Builders Bangor Pet Oct 17 Ord Nov 9  
 WILSON, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Nov 10 Ord Nov 10  
 ADJUDICATION ANNULLED.  
 HEAD, FREDERICK, Battersea, Labourer Ipswich (by transfer from Wansworth) Adjud Dec 14, 1890 Annual Oct 18, 1900

London Gazette.—FRIDAY, NOV. 16.

## RECEIVING ORDERS.

ANDERSON, CHARLES, Birkdale, Joiner Liverpool Pet Nov 13 Ord Nov 13  
 ASH, NATHAN, Porth, Glam, Furniture Dealer Pontypriid Pet Sept 28 Ord Nov 13  
 BOOTH, JAMES, Radcliffe, Lancs, Grocer Bolton Pet Oct 24 Ord Nov 14  
 BOWEN, GEORGE EDWARD, Birmingham, Metal Roller Birmingham Pet Nov 14 Ord Nov 14  
 BUCKLEY, JOSEPH HENRY, Church Gresley, Derby, Sweet seller Burton on Trent Pet Nov 13 Ord Nov 13  
 BUGG, WILLIAM ALBERT, Ipswich, Builder Ipswich Pet Nov 12 Ord Nov 12  
 BURN, ADAM, Streatham Wandsworth Pet Nov 12 Ord Nov 12  
 CASHMORE, J. H., Birmingham, Turf Commission Agent High Court Ord Nov 13  
 COLLINGS, CHARLES EDWARD, Caledonian rd, Tobaccoist High Court Pet Nov 14 Ord Nov 14  
 COOPER, ARTHUR JOLLIFFE, Shanklin, I of W, Builder's Clerk Newport Pet Nov 13 Ord Nov 13  
 CRATE, JAMES EDWARDS, Deal, Kent, Schoolmaster Canterbury Pet Nov 13 Ord Nov 13  
 DABRY, MARY PEARSON, Black Heath, Staffs, Grocer Dudley Pet Nov 8 Ord Nov 8  
 EAGLETON, ALFRED ARTHUR, Birmingham, Cab Driver Birmingham Pet Nov 14 Ord Nov 14  
 ELAND, JOHN, Bradford, Plumber Bradford Pet Nov 13 Ord Nov 13  
 FREEDMAN, PHINEAS, Newport, Mon, Furniture Dealer Newport, Mon Pet Oct 13 Ord Nov 12  
 HARDING, JOHN HENRY, Leicester, shoe Clicker Leicester Pet Nov 12 Ord Nov 12  
 HARDWICK, HENRY, Leeds, Cart Driver Pet Nov 10 Ord Nov 10  
 HARRISON, DAVID, Bingley, Yorks, Worsted Spinner Bradford Pet Nov 13 Ord Nov 13  
 LAYNE, JOHN JOSEPH, Wigan, Grocer Wigan Pet Nov 14 Ord Nov 14  
 LIDZET, HORACE, and JOHN EVANS, Birmingham, Builders Birmingham Pet Nov 14 Ord Nov 14  
 MAKEIN, W. sen, Mile End rd High Court Pet Oct 4 Ord Oct 31  
 MASON, HERBERT, Crosby bldgs, Bishopsgate, Stock Dealer High Court Pet Oct 30 Ord Nov 14  
 MEDCALF, JOHN, and ROBERT MEDCALF, Kendal, Wallers Kendal Pet Nov 12 Ord Nov 12  
 MEE, JOSEPH, Ibbotck, Leicester, Builder Leicester Pet Nov 13 Ord Nov 13  
 MOORE, EDWARD, Whitbourn, Hereford, Shopkeeper Worcester Pet Nov 13 Ord Nov 13  
 MOSE, CHARLES HUTTON, Hove, Sussex Brighton Pet Nov 13 Ord Nov 13  
 NOLAN, CHARLES, Upper Woburn pl, Tavistock sq High Court Pet Oct 3 Ord Nov 14  
 PRACH, HENRY, Griffithstown, Mon, General Dealer Newport, Mon Pet Nov 12 Ord Nov 12  
 PRESTON, HERBERT ELI, Tottenham Court rd High Court Pet Oct 18 Ord Nov 14  
 PYCROFT, JOHN, West Bridgford, Notls, Journeyman Wheelwright Nottingham Pet Nov 12 Ord Nov 12  
 SEDMAN, JOHN, Scally, Yorks, Butcher Scarborough Pet Nov 12 Ord Nov 12  
 SILVERSTE, HENRY LESLIE, Aldershot Guildford Pet Oct 3 Ord Nov 13  
 SIMPSON, HARRY HOTSPUR, Southsea, Hants, Butcher Portsmouth Pet Nov 10 Ord Nov 10  
 STATHAM, GEORGE, Nottingham, Licensed Victualler Nottingham Pet Nov 12 Ord Nov 12  
 SWINBANK, THOMAS, Giggleswick, Cattle Dealer Bradford Pet Nov 14 Ord Nov 14  
 TWEEDALE, WILLIAM, Blackley, Manchester, Farmer Manchester Pet Nov 13 Ord Nov 13  
 WESTER, GEORGE BRADLEY, Birmingham, Builder Birmingham Pet Oct 24 Ord Nov 14  
 WHITE, CHARLES FRIED, Cosham, Hants, Brewer's Agent Portsmouth Pet Nov 13 Ord Nov 13  
 WILLIAMS, FRANCIS FOXHILL, Henbury, Glos, Farmer Bristol Pet Nov 12 Ord Nov 12  
 WILSON, THOMAS, Peckham, Hotel Keeper High Court Pet Oct 6 Ord Nov 12  
 WOODCOCK, CHARLES WALTER, Hinkley, Leicester West Bromwich Pet Nov 13 Ord Nov 13  
 WOODCRAFT, ERNEST, Langford Mills, Beds, Miller Bedford Pet Oct 25 Ord Nov 12  
 WRIGHT, GEORGE WILLIAM, Little Stowham, Farmer Bury at Edmunds Pet Nov 14 Ord Nov 14

## FIRST MEETINGS.

BELL, JOHN, Pickering, Yorks, Farmer Nov 23 at 12 White Swan Hotel, Pickering  
 BROWN, GEORGE SKERR, Marham, Cheshire, Farmer Nov 27 at 2 Off Rec, 35, Victoria st, Liverpool  
 BUGG, WILLIAM ALBERT, Ipswich, Builder Nov 28 at 11 Off Rec, 35, Princes st, Ipswich  
 COLE, W. East Grinstead  
 CONDLYFFE, FRANK, Boshott, Staffs, Farm Labourer Nov 23 at 10.45 Off Rec, 29, King Edward st, Macclesfield  
 DAVENPORT, WILLIAM, Swanslow, Licensed Victualler Nov 23 at 9 Off Rec, 31, Alexandra rd, Swansea  
 DAVIES, DAVID, Llanybyther, Carmarthen Nov 24 at 12.15 Off Rec, 4, Queen st, Carmarthen  
 ELAND, JOHN, Bradford, Plumber Nov 23 at 11 Off Rec, 31, Manor row, Bradford  
 EVANS, WILLIAM, Chiswick, Tailor Nov 23 at 2.30 Bankruptcy bldgs, Carey st  
 FORSTER, THOMAS WILLIAM, Loughton, Essex, Builder Nov 23 at 12 Room 60, Temple chambers, Temple at GILL, EDWIN HENRY, Plymouth, Plumber Nov 23 at 11 6, Athenaeum ter, Plymouth  
 HALLETT, MORGAN, Dinas, Glam, Rope Rider Nov 23 at 12.15 High st, Merthyr Tydfil  
 HARDING, JOHN HENRY, Leicester, shoe Clicker Nov 23 at 12.30 Off Rec, 1, Berridge st, Leicester  
 HARDWICK, HENRY, Leeds, Cart Driver Nov 23 at 11 Off Rec, 24, Park row, Leeds  
 HARDY, JOHN, Salisbury, Wilts, Plasterer Nov 23 at 12 Off Rec, Redness st, Salisbury  
 HARRISON, DAVID, Bingley, Yorks, Worsted Spinner Nov 23 at 11 Off Rec 31, Manor row, Bradford

HOGGE, JOHN, Wallfax, Canvasser Nov 23 at 11 12, John William st, Huddersfield  
 JACOBS, HENRY, Fimlico Nov 27 at 12 Bankruptcy bldgs, Carey st  
 JONES, MICHAEL, Pontypridd, Coal Miner Nov 23 at 3 125, High st, Merthyr Tydfil  
 LAMPOUGH, FREDERICK, Bickenhall mans. 86 Marylebone, Consulting Chemist Nov 26 at 2.30 Bankruptcy bldgs, Carey st  
 LASKOWSKI, REUBEN HARRIS, 6t Grimsby, Clothier Nov 23 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 MANDER, JOHN CARLESS, West Bromwich, Carpenter Nov 23 at 11 174, Corporation st, Birmingham  
 MAY, WALTER WILLIAM, South Tawton, Devon, Labourer Nov 23 at 11 6, Athenaeum ter, Plymouth  
 MEE, JOSEPH, Ibbotck, L-leicester, Builder Nov 23 at 3 Off Rec, 1, Berridge st, Leicester  
 MELSON, G. L. R., Brighton, Commercial Traveller Nov 26 at 12 Bankruptcy bldgs, Carey st  
 MOODY, THOMAS, Park st, Camden Town, Licensed Victualler Nov 27 at 11 Bankruptcy bldgs, Carey st  
 MOORE, EDWARD WHEATLEY, Whitbourn, Hereford, shopkeeper Nov 24 at 11.30 45, Copenhagen st, Worcester  
 NOTLEY, CHARLES HOLMES, Salisbury, Wilts, Schoolmaster Nov 24 at 12 Off Rec, Redness st, Salisbury  
 PATTERSON, JOHN, Scarborough, Boarding house Keeper Nov 27 at 3.30 74, Newborough, Scarborough  
 PERCY, WILLIAM WYNHAM, Hampton Hill Nov 29 at 11.30 24, Railway app, London Bridge  
 ROBINS, EDWARD, Horwell, Surrey, Picture Frame Maker Nov 23 at 12.30 24, Railway app, London Bridge  
 ROSE, ARTHUR WALTER, Newcastle on Tyne, Cycle Dealer Nov 23 at 11.30 Off Rec, 3, Mosley st, Newcastle on Tyne  
 RUTHERFORD, JOHN, Kingston upon Hull, Warehouseman Nov 23 at 11 Off Rec, Trinity House la, Hull  
 SEDMAN, JOHN, Scally, Yorks, Butcher Nov 27 at 4.30 74, Newborough, Scarborough  
 SHARPE, GEORGE, Nottingham, Baker Nov 23 at 12 Off Rec, 4, Caside pl, Park st, Nottingham  
 SIMPSON, HARRY HOTSPUR, Southsea, Hants, Butcher Nov 23 at 8 Off Rec, Cambridge junc, High st, Portsmouth  
 SLAYNE, WILLIAM, Turnbull, Draper Nov 23 at 11.15 Off Rec, Newcastle under Lyne  
 SWINBANK, THOMAS, Giggleswick, Yorks, Cattle Dealer Nov 23 at 12 Off Rec, 31, Manor row, Bradford  
 TOITZ, SAMUEL, Whitechapel, Furniture Dealer Nov 26 at 12 Bankruptcy bldgs, Carey st  
 TOPPS, JOHN DEAN, Outwall, Cambridge, Poultry Dealer Nov 24 at 11 Off Rec, 8, King st, Norwich  
 TWEEDALE, WILLIAM, Manchester, Farmer Nov 23 at 2.30 Off Rec, 31, Manchester  
 UNDERWOOD, ELLIOTT, Sheffield, Grocer Nov 23 at 10.30 Wright & Westhead, 1, Martin st, Stafford  
 WHITEHEAD, JOSEPH BALDWIN, Osley, York, Cab Proprietor Nov 23 at 12 Off Rec, 22, Park row, Leeds  
 WILSON, WILLIAM, Leicester, Boot Manufacturer Nov 27 at 12.30 Off Rec, 1, Berridge st, Leicester

## ADJUDICATIONS.

ADRIE, CALER, Aylesbury, Bucks, Builder Aylesbury Pet Aug 13 Ord Nov 13  
 BAXTER, ARTHUR, Oxford st, Hosiery High Court Pet Oct 11 Ord Nov 13  
 BELL, JOHN, Pickering, Yorks, Farmer Scarborough Pet Oct 18 Ord Nov 13  
 BOWDEN, ERNEST JAMES, South Kensington, Traveller High Court Pet Sept 24 Ord Nov 13  
 BROWN, GEORGE SKERR, Batham, Cheshire, Farmer Birkenhead Pet Oct 11 Ord Nov 14  
 BROWN, JOHN ALFRED, East Ham, Essex, Provision Merchant High Court Pet Nov 7 Ord Nov 13  
 BUCKLEY, JOSEPH HENRY, Church Gresley, Derby, Sweet seller Burton on Trent Pet Nov 13 Ord Nov 13  
 BUGG, WILLIAM ALBERT, Ipswich, Builder Ipswich Pet Nov 12 Ord Nov 12  
 BURN, ADAM, Streatham Wandsworth Pet Nov 12 Ord Nov 12  
 CAUDILL, CHOL JAMES, and ALFRED RUSSELL HALL, Leicester, Builders Brentford Pet Sept 15 Ord Nov 12  
 COLLINGS, CHARLES EDWARD, Caledonian rd, Tobaccoist High Court Pet Nov 14 Ord Nov 14  
 COOPER, ARTHUR JOLLIFFE, Shanklin, I of W, Builder Newport Pet Oct 13 Ord Nov 13  
 COX, CHARLES HENRY Bath, Timber Merchant Bath Pet Nov 1 Ord Nov 14  
 CRATE, JAMES EDWARDS, Deal, Kent, Schoolmaster Canterbury Pet Nov 13 Ord Nov 13  
 DABRY, MARY PEARSON, Black Heath, Staffs, Grocer Dudley Pet Nov 8 Ord Nov 8  
 DAVIS, JOHN CHARLES, THOMAS WILLIAM DAVIS, and FREDERICK GEORGE DAVIS, Aston, Bt Birmingham, Ironmongers Birmingham Pet Nov 8 Ord Nov 12  
 ELAND, JOHN, Bradford, Plumber Bradford Pet Nov 13 Ord Nov 13  
 EVASOVITCH, GUSSES, Hart st, Bloomsbury High Court Pet Aug 17 Ord Nov 12  
 FARROW, ARTHUR FREDERICK, 86 Leonards on Sea, Traveller Hastings Pet Sept 19 Ord Nov 14  
 FREEDMAN, PHINEAS, Newport, Mon, Furniture Dealer Newport, Mon Pet Oct 13 Ord Nov 14  
 HARDING, JOHN HENRY, Leicester, shoe Clicker Leicester Pet Nov 12 Ord Nov 12  
 HARDWICK, HENRY, Leeds, Cart Driver Leeds Pet Nov 10 Ord Nov 10  
 HARRIS, SAMUEL, Marylebone, Cabinet Maker High Court Pet Sept 19 Ord Nov 9  
 HARRISON, DAVID, Bingley, Yorks, Worsted Spinner Bradford Pet Nov 13 Ord Nov 13  
 HUDDLESTON, HENRY, Asby, Leicester, Boot Manufacturer Leicester Pet Oct 28 Ord Nov 10  
 LAYNE, JOHN JOSEPH, Wigan, Grocer Wigan Pet Nov 14 Ord Nov 14  
 MANDER, JOHN CARLESS, West Bromwich, Carpenter West Bromwich Pet Oct 25 Ord Nov 10  
 MEDCALF, JOHN, and ROBERT MEDCALF, Kendal, Wallers Kendal Pet Nov 13 Ord Nov 13

MEE, JOSEPH, Ibbotck, Leicester, Builder Leicester Pet Nov 13 Ord Nov 13  
 MITCHEAM, WILLIAM MATTHEW, Bridport, Dorset Dorchester Pet Oct 27 Ord Nov 12  
 MORGAN, MORGAN, Charlton st, Somers Town, Provision Dealer High Court Pet Oct 8 Ord Nov 9  
 MOSE, CHARLES HUTTON, Hove, Sussex Brighton Pet Nov 13 Ord Nov 13  
 NUTT, JAMES WILLIAM, Camberwell New rd, Solicitor High Court Pet Sept 14 Ord Nov 14  
 PRESTON, JOHN ALFRED, Savile row, Tailor High Court Pet July 30 Ord Nov 13  
 PYCROFT, JOHN, West Bridgford, Journeyman Wheelwright Nottingham Pet Nov 12 Ord Nov 12  
 SEDMAN, JOHN, Scally, Yorks, Butcher Scarborough Pet Nov 12 Ord Nov 12  
 SIMPSON, HARRY HOTSPUR, Southsea, Hants, Butcher Portsmouth Pet Nov 10 Ord Nov 10  
 SPRING, PHILIP, Ironmonger la, Solicitor's Clerk High Court Pet Oct 18 Ord Nov 12  
 STATHAM, GEORGE, Nottingham Nottingham Pet Nov 12 Ord Nov 12  
 SWINBANK, THOMAS, Giggleswick, Yorks, Cattle Dealer Bradford Pet Nov 14 Ord Nov 14  
 THOMPSON, LEWIS ALFRED, Gray's Inn rd, Corn Dealer High Court Pet Nov 6 Ord Nov 13  
 TWEEDALE, WILLIAM, Blackley, Manchester, Farmer Manchester Pet Nov 13 Ord Nov 13  
 VAUGHAN, WILLOUGHBY JOSHUA, Latchmere rd, Lavender hill Wandsworth Pet Aug 8 Ord Nov 10  
 WHITCHURCH, JOSEPH EVERARD, Ilkeston, Derby Common Brewer Derby Pet Oct 10 Ord Nov 14  
 WILLIAMS, FRANCIS FOXHILL, Henbury, Glos, Farmer Bristol Pet Nov 12 Ord Nov 12  
 WRIGHT, GEORGE WILLIAM, Little Stowham, Suffolk, Farmer Bury at Edmunds Pet Nov 14 Ord Nov 14  
 WRIGHT, SAMUEL SEPPINGS, King's Lynn, Norfolk, Hatter King's Lynn Pet Oct 30 Ord Nov 12

ADJUDICATION ANNULLLED.  
 The following amended notice is substituted for that published in the London Gazette of Nov 9:  
 KIRBY, ALICE JANE (in the Receiving Order described as ALICE JANE WHEELER), Hamersmith rd, Fanny Draper High Court Adjud Jan 18 Annual Oct 30 London Gazette.—Tuesday, Nov 20.

RECEIVING ORDERS.  
 ABRAMAMS, P. & Co, Redcross st, Warehousemen High Court Pet Nov 7 Ord Nov 16  
 ALDERSON THOMAS, Morecambe, Lancs, Flagst Preston Pet Nov 16 Ord Nov 16  
 ALLOOTT, WILLIAM ROBERT, Birmingham, Provision Dealer Birmingham Pet Nov 15 Ord Nov 15  
 BAILEY, CHARLES HENRY, Buckland, Hants, Baker High Court Pet Nov 16 Ord Nov 16  
 BARDELEY, ALBERT, Stockport, Carder Stockport Pet Nov 17 Ord Nov 17  
 BIRD, HENRY EDWARD, Charlton, Kent, Builder Greenwich Pet Nov 14 Ord Nov 14  
 BLACKMORE, CHARLEY, Bristol, Commission Merchant Bristol Pet Nov 15 Ord Nov 15  
 BROWN, JOHN ROBERT, Newcastle on Tyne, Dairyman Newcastle on Tyne Pet Oct 29 Ord Nov 12  
 BURTON, GEORGE PHILIP, Birmingham, Ferambulator Maker Birmingham Pet Nov 13 Ord Nov 13  
 CLARE, JAMES HUNTER, Gt Grimsby Gt Grimsby Pet Nov 14 Ord Nov 14  
 CRAGGS, JOHN, Darlington, Engine Driver Stockton on Tees Pet Nov 15 Ord Nov 15  
 DENNE, THOMAS ALBERT, Sittingbourne, Kent, Decorator Pet Nov 14 Ord Nov 14  
 EDE JAMES, Caterham Valley, Surrey, Dairy Farmer Farnham Pet Nov 16 Ord Nov 16  
 EGOUTON, MARK, BENJAMIN, Wolverhampton, Lock Master Wolverhampton Pet Nov 1 Ord Nov 15  
 EVANS, HENRY JOHN, Willenden Leather Seller High Court Pet Nov 3 Ord Nov 15  
 EVANS, THOMAS, Barry Dock, Glam, Blacksmith Cardiff Pet Nov 15 Ord Nov 15  
 FAULKNER, WILLIAM DAVID BONDS, Yalding, Kent, Butcher Maidstone Pet Nov 17 Ord Nov 17  
 FIELDER, OLIVER EDWARD, Dalton, Licensed Victualler High Court Pet Nov 16 Ord Nov 16  
 GOODEY, WILLIAM SAMUEL, Wolverhampton, Commission agent Wolverhampton Pet Nov 16 Ord Nov 16  
 GRAY, FRANCIS JOSEPH, Farnham, Surrey, Butcher Guildford Pet Oct 27 Ord Nov 17  
 HART, BENJAMIN, Mount Pleasant, Staffs, Charter Master Shrewsbury Pet Nov 14 Ord Nov 14  
 HARTLEY, HENRY WILLIAM, Holland rd High Court Pet Nov 15 Ord Nov 15  
 HESLO, JOHN, North Fittington, Durham, Builder Durham Pet Nov 15 Ord Nov 15  
 HUTCHINGS, ALBERT, jun, Topham, Devons, Butcher Exeter Pet Nov 16 Ord Nov 16  
 JAMESON, ELEANOR, Tynesmouth, Confectioner Newcastle on Tyne Pet Nov 10 Ord Nov 14  
 JAMESON, THOMAS WILLIAM, Tynesmouth, Clerk Newcastle on Tyne Pet Nov 14 Ord Nov 14  
 JOHNSON, WILLIAM, Shaw, Lancs, Farmer Oldham Pet Nov 17 Ord Nov 17  
 LAKE, THOMAS, Castle Gresley, Derby, Builder Burton on Trent Pet Nov 16 Ord Nov 16  
 MADDOCK, HEDLEY, St Budeaux, Devon, Journeyman Butcher Plymouth Pet Nov 16 Ord Nov 16  
 MATTHEWS, THOMAS, Lammington, Commission Agent Warwick Pet Nov 16 Ord Nov 16  
 MONITE, ABRAHAM, Stoke Newington, Jeweller Edmonton Pet Nov 15 Ord Nov 15  
 MORE, ROBERT HERBERT, Tivdale, Staffs, Labourer Dudley Pet Nov 16 Ord Nov 16  
 MORRIS, WILLIAM JAMES, Bt Burn, Lancs, Cotton Operative Blackburn Pet Nov 13 Ord Nov 15  
 NICHOLSON, RICHARD NORTHEY, Plymouth, Butcher Plymouth Pet Nov 16 Ord Nov 15  
 PERR, THOMAS, Cambshton, Surrey, General Smith Croydon Pet Nov 16 Ord Nov 16  
 REDMAN, GEORGE, Pango, Butcher Croydon Pet Oct 31 Ord Nov 13  
 RIGHTON, WILLIAM, Swansea, Shipping Commission Agent Swansea Pet Nov 15 Ord Nov 16



ROBERTSON, JOHN STUART, Arundel st, Strand, Commission Agent High Court Pet Oct 31 Ord Nov 15  
 BANKIN, JAMES, Well st High Court Pet Oct 18 Ord Nov 16  
 ROBINSON, JOHN THOMAS, Bradford Bradford Pet Nov 3 Ord Nov 15  
 BATHCHELL, WILLIAM JACKSON, Newcastle on Tyne, Wholesale Drysalter Newcastle on Tyne Pet Nov 16 Ord Nov 15  
 STONES, DORSON, Derby, Commercial Traveller Derby Pet Nov 16 Ord Nov 16  
 STRAPPS, JOHN, Wortley, Leeds, Van Driver Leeds Pet Nov 15 Ord Nov 15  
 STURTEVANT, JOSEPH TIMNEY, Keyham, Devonport, Builder Plymouth Pet Nov 16 Ord Nov 16  
 TURNER, JOHN, Oldham, Jobbing Smith Oldham Pet Nov 14 Ord Nov 14  
 TURNEY, RICHARD, Linslade, Bucks, Coal Merchant Luton Pet Nov 15 Ord Nov 16  
 VAN VAREVELD, JOHAN FREDERIK ARNOLD, Burnley, Fruit Salesman Burnley Pet Nov 17 Ord Nov 17  
 WELLINGS, BENJAMIN CHARLES, Horfield, Bristol, Outfitter Bristol Pet Nov 15 Ord Nov 17  
 WELSH, WILLIAM, Darlington, Labourer Stockton on Tees Pet Nov 15 Ord Nov 15  
 WHITING, HERBERT, Pentonville rd, Colesh Painter High Court Pet Nov 15 Ord Nov 15

Amended notice substituted for that published in the London Gazette of Oct 23:  
 MELVILLE, WALTER JOSEPH, Palace Gates rd, Wood Green, Builder Edmonton Pet Sept 27 Ord Oct 18

Amended notice substituted for that published in the London Gazette of Nov 6:  
 JAMES, W F, New Quay, Cornwall, Builder Truro Pet Oct 24 Ord Nov 3

## FIRST MEETINGS.

ASH, NATHAN, Porth, Furniture Dealer Nov 23 at 12 135 High st, Merthyr Tydfil  
 BAILEY, HENRY CHARLES, Buckland, Hants, Baker Nov 27 at 2.30 Off Rec, Cambridge June, High st, Portsmouth  
 BARDLEY, SEMELIUS, Oldham Nov 27 Off Rec, Bank chmbrs, Queen st, Oldham  
 BATES, ELIZA, Easton, Bristol, Grocer Nov 28 at 12 Off Rec, Baldwin st, Bristol  
 BLACKMORE, CHARLEY, Ashley Down, Bristol, Commission Merchant Nov 28 at 12.45 Off Rec, Baldwin st, Bristol  
 BOOTH, JAMES, Radcliffe, Lancs, Grocer Nov 28 at 3 Off Rec, Exchange St, Bolton  
 BOTT, GEORGE EDWARD, Leominster, Newsagent Dec 3 at 12 4, Corn sq, Leominster  
 BRANWELL, EDWARD JAMES, Dover, Clerk Dec 6 at 9 Off Rec, 68, Castle st, Canterbury  
 BROWN, JOHN ROBERT, Newcastle on Tyne, Dairyman Nov 27 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 BURN, ADAM, Streatham Nov 27 at 11.30 24, Railway app, London Bridge

CASHMORE, J H, Birmingham, Turf Commission Agent Nov 27 at 11 Bankruptcy bldgs, Carey st  
 COLLINGS, CHARLES EDMUND, Caledonian rd, Tobaccoist Nov 29 at 11 Bankruptcy bldgs, Carey st  
 DAVIES, GEORGE, Preston, Printer Nov 27 at 11.30 Off Rec, 14, Chapel st, Preston  
 DAVIES, HUGH, and MARGARET DAVIES, Pensarn, Anglesey, Grocers Nov 29 at 1.15 Ship Hotel, Bangor  
 DENNE, THOMAS ALBERT, Sittingbourne, Kent, Decorator Dec 3 at 11.30 115, High st, Rochester  
 EVANS, THOMAS, Barry Dock, Glam, Blacksmith Nov 29 at 11 117, St Mary st, Cardiff  
 FARROW, ARTHUR FREDERICK, St Leonards, Sussex, Traveller Nov 27 at 4 County Court Offices, 24, Cambridge rd, Hastings  
 FAULKNER, WILLIAM DAVID BONDS, Yalding, Kent, Butcher Nov 28 at 11 Off Rec, 9, King st, Maidstone  
 FEARNS, WILLIAM, West Bridgeford, Notts, salesman Nov 30 at 3 Off Rec, Byrom st, Manchester  
 FIELDS, OLIVER HERWARD, Dalston, Licensed Victualler Nov 29 at 12 Bankruptcy bldgs, Carey st  
 GREAY-ANDREWS, WILLIAM JAMES, Northampton, Carter Nov 27 at 11 Off Rec, Bridge st, Northampton  
 GREEN, TOM, Huddersfield, Carrier Nov 29 at 11 Off Rec, 31, Manor row, Bradford  
 HARTLEY, HENRY WILLIAM, Holland rd Nov 30 at 11 Bankruptcy bldgs, Carey st  
 JAMESON, ELIASON, Tyne-mouth, Confectioner Nov 28 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 JAMESON, THOMAS WILLIAM, Tyne-mouth, Clerk Nov 28 at 12.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 KEEDWELL, JAMES, Hanham, Glou, Coachbuilder Nov 28 at 12.30 Off Rec, Baldwin st, Bristol  
 LAYEN, JOHN JOSEPH, Wigan, Grocer Nov 28 at 2.30 Off Rec, Exchange st, Bolton  
 LUCKES, JOHN GEORGE, Middlesbrough, Upholsterer Nov 30 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 LUCAS, HENRY, Aberdare, Greengrocer Nov 27 at 2 135, High st, Merthyr Tydfil  
 MARSHALL, JAMES EDWARD, Morecambe, Lancs, Hardware Dealer Nov 27 at 11 Off Rec, 14, Chapel st, Preston  
 MASON, HERBERT, Bi-hopgate, Stock Dealer Nov 28 at 12 Bankruptcy bldgs, Carey st  
 MONTEZ, ABRAHAM, Sloke Newington, Jeweller Nov 27 at 3 Off Rec, 55, Temple chmbrs, Temple av  
 MORRIS, HUGH, Ebenezer, Carnarvon, Grocer Nov 28 at 1.30 Ship Hotel, Bangor  
 MOSE, CHARLES HUTTON, Holland rd Nov 29 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton  
 NOLDA, CHARLES, Upper Woburn pl, Tavistock sq Nov 28 at 11 Bankruptcy bldgs, Carey st  
 PARTON, MARTHA, Knighton, Radnor, Licensed Victualler Dec 3 at 12 4, Corn sq, Leominster  
 ROBINSON, JOHN THOMAS, Gillington, Bradford Nov 29 at 11 Off Rec, 31, Manor row, Bradford  
 B L RUBINSTEIN & CO, Birmingham, Jewellers Nov 29 at 11 174, Corporation st, Birmingham  
 SANDERS, WALTER HENRY, Boxhill on Sea, Builder Nov 27 at 2.30 County Court Offices, 24, Cambridge rd, Hastings

STATHAM, GEORGE, Nottingham Nov 27 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 STRAPPS, JOHN, Wortley, Leeds, Van Driver Nov 28 at 11 Off Rec, 22, Park row, Leeds  
 TAYLOR, GEORGE ROWLAND, Charlton cum Hardy, nr Manchester Nov 28 at 3 Off Rec, Byrom st, Manchester  
 THATCHER, GEORGE, and ELEANOR LOUISA FOMERSET, Brighton, Artist Photographers Nov 28 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 TURNER, JOHN, Oldham, Jobbing Smith Nov 27 at 12 Off Rec, Bank chmbrs, Queen st, Oldham  
 VARIET, JOHN WILLIAM, Church, Lancs, Clerk Nov 27 at 10.30 Off Rec, 14, Chapel st, Preston  
 WHITE, CHARLES FRIEND, Osoham, Hants, Brewer's Agent Nov 27 at 3 Off Rec, Cambridge June, High st, Portsmouth  
 WILLIAMS, FRANCIS FOXHILL, Hembury, Glou, Farmer Nov 28 at 12.15 Off Rec, Baldwin st, Bristol  
 WILSON, THOMAS, Peckham, Hotel Keeper Nov 28 at 11 Bankruptcy bldgs, Carey st  
 WOOD, RICHARD, Llanrwst, Denbighs, Wheelwright Nov 27 at 1.45 County Police Station, Blaenau Ffestiniog  
 WRIGHT, GEORGE WILLIAM, Little Stanham, Suffolk, Farmer Nov 28 at 2 Off Rec, 36, Princes st, Ipswich

## ADJUDICATIONS.

ALDERSON, THOMAS, Morecambe, Lancs, Plagger Preston Pet Nov 16 Ord Nov 16  
 BAILEY, CHARLES HENRY, Buckland, Hants, Baker Portsmouth Pet Nov 14 Ord Nov 16  
 BARDLEY, ALBERT, Stockport, Carder Stockport Pet Nov 17 Ord Nov 17  
 BIRD, HENRY EDWARD, Charlton, Kent, Builder Greenwich Pet Nov 14 Ord Nov 14  
 BLACKMORE, CHARLEY, Bristol, Commission Merchant Bristol Pet Nov 15 Ord Nov 15  
 BROWN, JOHN ROBERT, Newcastle on Tyne, Dairyman Newcastle on Tyne Pet Oct 29 Ord Nov 14  
 BURTON, GEORGE PHILIP, Birmingham Birmingham Pet Nov 14 Ord Nov 15  
 CAVE-BROWNE-CAVE, CAROLINE MARY ANNE MELZABETH, Malvern Link, Worcester Pet Sept 29 Ord Nov 15  
 CLARK, JAMES HUNTER, Gt Grimsby Gt Grimsby Pet Nov 14 Ord Nov 14  
 CLIFFORD, JOHN WILLIAM, Canning Town, Licensed Victualler's Manager High Court Pet May 22 Ord May 22  
 CRAGGS, JOHN, Darlington, Engine Driver Stockton on Tees Pet Nov 15 Ord Nov 15  
 DENNE, THOMAS ALBERT, Sittingbourne, Kent, Decorator Rochester Pet Nov 14 Ord Nov 14  
 DOCK, HENRY RICHARD, Mission, Nottingham, Farmer Sheffield Pet Oct 9 Ord Nov 15  
 EADE, FREDERICK, St Martin's le Grand, Licensed Victal er High Court Pet Sept 5 Ord Nov 16  
 EVANS, THOMAS, Barry Dock, Glam, Blacksmith Cardiff Pet Nov 15 Ord Nov 15

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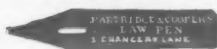
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